

भारत का राजपत्र The Gazette of India

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No. 18] NEW DELHI, APRIL 27—MAY 3, 2008, SATURDAY/VAISAKHA 7—VAISAKHA 13, 1930

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके।

Separate Paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांख्यिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(संवर्धन विभाग)

(खेतीय उत्पाद शुल्क आयुक्त का कार्यालय हरिद्वार अभ्युक्तालय)

कोलकाता, 24 अप्रैल, 2008

सं. 2/2008—सीमा शुल्क (एन.टी.)

क्र.आ. 928.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) के साथ पठित एम.एफ.डी.आर संवर्धन सं.-31/2003 सीमा शुल्क, दिनांक 07 अप्रैल 2003 की धारा-152 के अन्तर्गत दिनांक 01 जुलाई 1994 को जारी अधिसूचना सं.-33/1994 सी.शु.(एन.टी.) द्वारा सीमा शुल्क अधिनियम, 1962 की धारा-01 में प्रदत्त शक्तियों का प्रयोग करते हुए, विकास आयुक्त, कालदा विशेष आर्थिक क्षेत्र, वाणिज्य मंत्रालय, भारत सरकार को पत्र सं.-2(1)/वू-5/2007/2790 दिनांक-17-09-2007 द्वारा अनुषंगित मैसर्स गुनाइटेड पैपेटेक प्रोडक्ट्स लि. के कारखाना स्थल, प्लॉट नंवा 03, हावड़ा पोलिपार्क, मुलागेरी, संकराहास, पश्चिम बंगाल, पिन-711313, को सतप्रतिशत (100%) निर्वसतुल्य इकाई की स्थापना के उद्देश्य से सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा-9 के तहत एतद्वारा चेयर हाकिमिंग स्टेशन घोषित किया जाता है।

[सी. सं. IV(16)2/के.उ.शु./इल/टेकनिकल/आर.उ.वू/09/7125-54]

सी. एम. मेहरा, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE HALDIA COMMISSIONERATE)

Kolkata, the 24th April, 2008

No. 2/2008-CUSTOMS(NT)

S.O. 928.—In exercise of the powers conferred under Section 9 of the Customs Act, 1962 as delegated by Notification No. 33/1994-Customs(NT) dated 1st July 1994 issued under Section 152 of the Customs Act, 1962 (51 of 1962) read with MFDR Circular No. 31/2003-Customs dated 7th April 2003, the factory premises of M/s United Nanotech Products Ltd., at Plot New 03, Howrah Polypark, Dhulagori, Sankrail, Howrah, West Bengal, Pin-711 313 are, hereby, decalred to be a Warehousing Station under Section 9 of the Customs Act, 1962 (52 of 1962) for the purpose of setting up of a 100% Export Oriented Unit, as approved by the Development Commissioner, Falta Special Economic Zone, Ministry of Commerce, Government of India. Vide their letter No.-2(1)-U-5/2007/2790 dated 17-09-2007.

[C.No.IV(16)2/CE/HAL/TECH/RW/07/7125-S4]

C. M. MEHRA, Commissioner

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 28 अप्रैल, 2008

सं. 03/2008-09

का.आ. 929.—आयकर नियम, 1962 के नियम 2 सीए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2003-04 एवम आगे के लिए कथित धारा के उद्देश्य से “मारुत नन्दन एजुकेशनल सोसायटी, खैरथल, जिला अलवर” को स्वीकृति देते हैं :

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सीए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक:मुआआ/अआआ/(समन्वय)/जय/10(23सी)(vi)/2008-09]

एस. सी. कपिल, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 28th April, 2008

No. 03/2008-09

S.O. 929.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Marut Nandan Educational Society, Kharthal, Distt. Alwar” for the purpose of said section for the A.Y. 2003-04 & onwards :

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Coord.)/10(23C)(vi)/2008-09]

S. C. KAPIL, Chief Commissioner of Income-tax

जयपुर, 28 अप्रैल, 2008

सं. 04/2008-09

का.आ. 930.—आयकर नियम, 1962 के नियम 2 सीए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उपधारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2006-07 एवम आगे के लिए कथित धारा के उद्देश्य से “दीपशिखा कला संस्थान, जयपुर” को स्वीकृति देते हैं :

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सीए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23 सी) की उपधारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: मुआआ/अआआ/(समन्वय)/जय/10(23सी)(vi)/2008-09]

एस. सी. कपिल, मुख्य आयकर आयुक्त

Jaipur, the 28th April, 2008

No. 04/2008-09

S.O. 930.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Deepahikha Kala Sansthan, Jaipur" for the purpose of said section for the A.Y. 2006-07 & onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCT/JP/Addl.CTY(Coord.)/18(23C)(vi)/2008-09]

S. C. KAPIL, Chief Commissioner of Income-tax

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 28 अप्रैल, 2008

क्र.आ. 931.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित, बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3(ज) तथा (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री पी.वी.गुडिरेड्डी, को अधिसूचना की तिथि से तीन वर्षों की अवधि के लिए अपना अपने आदेश होने तक, जो भी पहले हो, इलाहाबाद बैंक के निदेशक मण्डल में अंशकांसीन गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/22/2006-बीओ-1]

जी. बी. सिंह, उप सचिव

(Department of Financial Services)

New Delhi, the 28th April, 2008

S.O. 931.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri P. V. Gudireddy as part-time non-official Director on the Board of Directors of Allahabad Bank for a period of three years from the date of notification and/or until further orders, whichever is earlier.

[F. No. 9/22/2006-BO-I]

G. B. SINGH, Dy. Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

आदेश

नई दिल्ली, 16 अप्रैल, 2008

क्र.आ. 932.—केन्द्रीय सरकार की निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह राय है कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक और समीचीन है कि आयुर्वेदिक, सिद्धा, यूनानी और उत्पादों को निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होना चाहिए ;

और, आयुर्वेदिक विभाग द्वारा आदेश फा. सं. 11020/5/97-डीसीसी (आयुर्वेद) तारीख 14 अक्टूबर, 2005 और उसके पश्चात् जारी किये गये पश्चात्कर्तव्य आदेशों द्वारा विहित क्वालिटी मानकों को विचार में किये गये हैं,

और आयुर्वेदिक, यूनानी और सिद्ध उत्पाद सैद्धान्तिक रूप से संदूषण और सूक्ष्मजीवों से मुक्त होते हैं किन्तु जब उन्हें अस्वास्थ्यकर विधि से उतारा-घर या उपचारित किया जाता है तब संदूषण पश्चात्कर्तव्य विघटन हो सकता है।

और, इसलिए, आयुर्वेदिक, यूनानी और सिद्ध उत्पादों के उत्पादन के सभी चरणों में तथा फसल काटने, प्रसंस्करण, उतार-भर, भंडारण और परिवहन के दौरान सही स्वास्थ्यकर रखरखाव के लिए, आवश्यक अपेक्षाएं अधिकथित की जानी चाहिए,

और प्रसंस्करणकर्ता का मुख्य उत्तरदायित्व है कि वह यह सुनिश्चित करे कि आयुर्वेदिक, यूनानी और सिद्ध उत्पाद इस प्रस्ताव में अधिकथित अपेक्षाओं को पूरा करते हैं।

और, केन्द्रीय सरकार द्वारा नामनिर्दिष्ट सक्षम प्राधिकारी देश में क्वालिटी मानकों का दक्ष अनुपालन सुनिश्चित करेगा।

और, केन्द्रीय सरकार ने उक्त प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव बनाए हैं और उन्हें निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की अपेक्षानुसार निर्यात निरीक्षण परिषद् को भेज दिया है ;

अतः अब, केन्द्रीय सरकार निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) के अनुसरण में प्रस्ताव को उन साधारणजनों की जानकारी के लिए प्रकाशित करती है, जिनके उनसे प्रभावित होने की सम्भावना है और यह सूचना दी जाती है कि ऐसा कोई व्यक्ति, जो उक्त प्रस्तावों के सम्बन्ध में कोई आक्षेप करना या सुझाव देना चाहता है, वह उन्हें इस आदेश के राजपत्र में प्रकाशन की तारीख से 30 दिनों के भीतर भारतीय निर्यात निरीक्षण परिषद् तीसरा तल, नई दिल्ली चाईएमसीए कल्चरल सेंटर बिल्डिंग, 1, जयसिंह रोड, नई दिल्ली-110 001 को भेज सकता है।

प्रस्ताव

1. यह अधिसूचित करना कि आयुर्वेदिक, यूनानी और सिद्ध उत्पाद निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे ;
2. इस आदेश से संलग्न उपबन्ध में उपवर्णित आयुर्वेदिक, यूनानी और सिद्ध का निर्यात (क्वालिटी नियंत्रण, निरीक्षण और मानीटरिंग) नियम, 2008 के प्रारूप के अनुसार क्वालिटी नियंत्रण और निरीक्षण के प्रकार को विनिर्दिष्ट करना ;
3. इस आदेश में संलग्न अनुसूची में यथा उपवर्णित विनिर्देशों को आयुर्वेदिक, यूनानी और सिद्ध उत्पादों के लिए मानक विनिर्देश के रूप में मान्यता देना ;
4. अंतरराष्ट्रीय व्यापार के अनुक्रम में आयुर्वेदिक, यूनानी और सिद्ध उत्पाद के निर्यात को तब तक प्रतिबन्धित करना, जब वह उसे लागू मानक विनिर्देशों के अनुरूप न हो और उसके साथ निरीक्षण प्रमाणपत्र या इस बात का प्रमाणपत्र न हो कि ऐसी इकाई नियुक्त (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 की धारा 7 के अधीन स्थापित निर्यात निरीक्षण अधिकरण द्वारा अनुमोदित और उसके द्वारा उसकी मानीटरिंग की गई है, जिसके अंतर्गत क्षेत्र के विभिन्न स्थानों पर स्थित उसके उपकार्यालय थी है।

अनुसूची

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम 1963 की धारा 6 के अनुसार मान्यताप्राप्त आयुर्वेदिक, यूनानी और सिद्ध उत्पादों के लिए विनिर्देश :-

- (क) आयातकर्ता देशों के राष्ट्रीय मानक अनुसार होंगे, या
- (ख) विदेशी क्रेता और निर्यातकों के बीच करार पाए गए संबंधाजन्य विनिर्देश होंगे परन्तु यह तब जब वे आयातकर्ता देशों की स्वास्थ्य अपेक्षाओं को पूरा करते हों।
- (ग) ऐसे किसी आयुर्वेदिक, यूनानी और सिद्ध उत्पादों की दशा में, जिसके लिए उपयुक्त (क) और (ख) में कोई मानक उपलब्ध नहीं है, ऐसे मानक, यदि कोई होंगे, जो निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 के उपबंधों के अधीन गठित विशेषज्ञ समिति द्वारा विरचित किए गए हों,

परिशिष्ट

निर्यात के लिए आयुर्वेदिक, यूनानी और सिद्ध उत्पादों के विनिर्देश

1. भारी धातु के लिए अनुज्ञेय सीमा :

क्र. सं.	भारी धातु की अर्न्तवस्तु	अनुज्ञेय सीमाएं
	(1)	(2)
1.	लीड (पीबी)	10 पीपीएम -
2.	कैडमियम (सीडी)	0.30 पीपीएम -
3.	अरसेनिक (एस)	3 पीपीएम -
4.	मरक्युरी (एचजी)	1 पीपीएम -

2. नाराक जीवमार अवशेष :

क्र. सं.	नाराक जीवमार	अनुज्ञेय सीमाएं
	(1)	(2)
1.	क्वार्टोल्फस	0.01 पीपीएम -
2.	डीडीई + डीडीटी + डीडीडी का योग	1.00 पीपीएम -
3.	एल्डरीन + डाक्लडरीन का योग	0.05 पीपीएम -
4.	एचसीएच (डिक्सा क्लोरा सक्वलोरिकसन)	0.30 पीपीएम -
5.	एचसीबी (डिक्सा क्लोरा बनेक्सीन)	0.10 पीपीएम -
6.	एल्कोसर	0.02 पीपीएम -
7.	लीनडन	0.60 पीपीएम -
8.	क्लोरोडन	0.05 पीपीएम -
9.	इंडोसल्फन और उसके इसमोर्	3.00 पीपीएम -

3. एल्फोथक्सिन :

क्र. सं.	एल्फोथक्सिन :	अनुज्ञेय सीमाएं
	(1)	(2)
1.	बी 1	5.0 पीपीबी -
2.	बी1 + जी 1 + बी 2 + जी 2 का योग	10.0 पीपीएम -

3. सक्वलोक्वैल संश्लेषण सीमाएं :

क्र. सं.	पैरामीटर	अनुज्ञेय सीमाएं
	(1)	(2)
1.	स्ट्रेफिलोकोकस ऑरियस/ग्राम	अनुपस्थिति
2.	साल्मोनेला प्रजाति 10 ग्राम	बही
3.	स्यूडोमोनास एरोजिनोसा	बही
4.	ई कोली / 10 ग्राम	बही
5.	कुल प्लेट गणना (टीपीसी)	10/ ग्राम
6.	कुल ईस्ट एवं मोल्ड	10 / ग्राम

+ प्रासंगिक प्रयोग के लिए 10 ग्राम की सीमा होगी

- (1) भंडी धातुओं के सम्बंध में परीक्षण उन उत्पादों के लिए लागू नहीं होंगे, जो प्रासंगिक उपयोग के लिए हैं,
- (2) उपरोक्त विनिर्देश सीमाएं सम्बन्धी वाले गैर-मानव उपयोग वाले आंतरिक या बाह्य आयुर्वेदिक, यूनानी और सिद्ध उत्पादों को लागू नहीं होंगे,
- (3) स्वास्थ्य और परिवार कल्याण मंत्रालय, भारत सरकार के आयुर्विभाग द्वारा जारी किए गए प्रकाशन "परीक्षण के न्याचार - आयुर्वेदिक, यूनानी और सिद्ध औषधि", भारतीय आयुर्विज्ञान फार्माकोपिया प्रयोगशाला, गाजियाबाद, मार्च, 2007 और भारतीय आयुर्वेदिक फार्माकोपिया और भारतीय यूनानी फार्माकोपिया का परीक्षण संदर्भ दिया जाये।

उपाबंध

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अधीन बनाए जाने के लिए प्रस्तावित प्रारूप नियम,

(1) संक्षिप्त नाम और प्रारम्भ -

1. इन नियमों का संक्षिप्त नाम आयुर्वेदिक, यूनानी और सिद्ध का निर्यात (क्वालिटी नियंत्रण, निरीक्षण और मानीटरिंग) नियम 2008 है।
2. ये राजपत्र में अंतिम प्रकाशन की तारीख को प्रवृत्त होंगे।

(2) परिभाषा—इन नियमों में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो, -

- (क) "अधिनियम" से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है,
- (ख) आयुर्वेदिक सिद्ध या यूनानी औषध के अन्तर्गत ऐसी सभी औषधियाँ हैं जो निदान उपचार या निवारण में (मानवों या पशुओं में रोग या विकार के) आंतरिक या बाह्य उपयोग के लिए आशयित हैं और जिन्हें (आयुर्वेदिक, सिद्ध या यूनानी तिब्ब अयुर्विज्ञान चिकित्सा पद्धतियों) की प्राधिकृत पुस्तकों में वर्णित किए गए फार्मूले के अनुसार अनन्य रूप से विनिर्मित किया गया है।
- (ग) "अधिकरण" से चेन्नई, दिल्ली, कोलकाता, कोच्ची और मुम्बई में अधिनियम, 1963 की धारा 7 की उपधारा (1) के अधीन स्थापित कोई एक निर्यात निरीक्षण अधिकरण (निनअ) अभिप्रेत है,
- (घ) "बैच" का अर्थ है आयुर्वेदिक सिद्ध या यूनानी उत्पादों की गुणवत्ता जो एक ही दिन कच्ची सामग्री के समान स्रोत से संग्रह या प्रसंसाधित किए गए हैं।
- (ङ) "परिषद" का अर्थ है निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 की धारा 3 के तहत स्थापित निर्यात निरीक्षण परिषद।
- (च) "सक्षम प्राधिकारी" का अर्थ है चेन्नई, दिल्ली, कोच्ची, कोलकाता और मुम्बई में निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 की धारा 7 के तहत स्थापित कोई एक निर्यात निरीक्षण अधिकरण (निनअ) अभिप्रेत है;
- (छ) "परीषण" से एक या अधिक ग्राहकों के लिए प्रसंस्कृत और उसके पश्चात् आशयित आयुर्वेदिक, यूनानी और सिद्ध उत्पादों की मात्रा अभिप्रेत है।

(3) निरीक्षण या प्रमाणन के प्रकार—भारत से निर्यातित आयुर्वेदिक, सिद्ध और यूनानी उत्पादों की सुरक्षा और क्वालिटी सुनिश्चित करने और इन उत्पादों का निर्बाध व्यापार सुकर बनाने के लिए तीन प्रकार के निरीक्षण या प्रमाणन पद्धतियों में से किसी एक का अनुसरण किया जाएगा, अर्थात् :-

स्तर 1 - भारी धातु नाशकजीवमार, एफेलाटोक्सिन और सूक्ष्मजीवी जैसे संदूषकों की बाह्य सुरक्षा सुनिश्चित करने के लिए परीषण, निरीक्षण या स्तर 2 - प्रस्तावित प्रणालियों में प्रसंस्करणकर्ता द्वारा अन्तिम उत्पाद की क्वालिटी और उत्तम विनिर्माण पद्धति का कार्यान्वयन सम्मिलित होगा, या

स्तर 3 - विनिर्माता द्वारा प्रस्तुत किया गया डाजियर के स्वतंत्र पुनर्विलोकन के माध्यम से सुरक्षा, क्वालिटी और उत्पादन क्षमता।

4. अनुपालन का आधार :-

- (1) निर्यात के लिए आशयित आयुर्वेदिक, सिद्ध और यूनानी उत्पाद अनुसूची के परिशिष्ट में अधिसूचित मानकों का अनुपालन करेंगे। इसके अतिरिक्त उत्पाद निम्नलिखित अपेक्षाओं का भी पालन करेंगे, अर्थात् :-
 - I. आयुर्वेदिक सिद्ध और यूनानी औषधियों के लिए औषधि और प्रसाधन सामग्री अधिनियम 1940 (23 जून 2000 को यथा पुनरीक्षित) के अधीन अधिसूचित उत्तम विनिर्माण पद्धति जीएमपी का कार्यान्वयन यदि स्तर 2 के अधीन प्रमाणित किया गया है।
 - II. दो देशों के बीच किए गए द्विपक्षीय करार के अनुसार आयातकर्ता देश की अपेक्षाओं के अनुरूप डाजियर का पालन, यदि स्तर 3 के अधीन प्रमाणित किया गया है।

(2) स्तर 2 के अधीन प्रमाणन

- (क) उद्योग अथवा प्रसंस्करण का यह मुख्य दायित्व यह सुनिश्चित करना है कि वह निर्यात के लिए आशयित आयुर्वेदिक सिद्ध और यूनानी उत्पादों का उत्पादन, भंडारण और परिवहन के सभी चरणों पर उपयुक्त स्वास्थ्यकर और विनिर्माण परिस्थितियों में हैं और उत्पाद अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा आदेश में दिए गए विनिर्देशों के अनुरूप है।

(ख) सक्षम प्राधिकारी स्थापनों की यह सुनिश्चित करने के लिए नियमित निगरानी करेगा कि आयुर्वेदिक, सिद्ध और यूनानी उत्पादों के उत्पादन, भंडारण और परिवहन के सभी चरणों में स्थापन द्वारा अच्छी विनिर्माण प्रक्रियाएँ (जी एम पी) और अच्छी स्वास्थ्यकर प्रक्रियाएँ (जी एम पी) को अपनाया जाता है। स्कौम की प्रभावी निगरानी के लिए निर्यात निरीक्षण परिषद इस विषय में अनिवार्य अनुदेश जारी करेगी।

(ग) सक्षम प्राधिकारी अपना यह समाधान हो जाने पर कि स्थापन उनके द्वारा किए जाने वाले क्रियाकलापों की प्रकृति के सम्बन्ध में अपेक्षाओं को पूरा करते हैं, स्थापनों को अनुमोदन प्रदान करेगा। परिषद अनुमोदित प्रसिद्धानों की एक सूची तैयार करेगी, जिसमें से प्रत्येक को एक अधिकारिक संख्या दी जाएगी।

(3) परिषद नियम 3 में यथाविनिर्दिष्ट निरीक्षण या प्रमाणन की प्रभावी मनीटरिंग के लिए समय-समय पर आवश्यक अनुदेश जारी करेगी।

5. पैकिंग और लेबलिंग लगभग.—आयुर्वेदिक सिद्ध और यूनानी उत्पादों को निर्यात के लिए स्वास्थ्यकर तरीके से स्वच्छ खाद्य ग्रेड की पैकिंग सामग्री में औषधि और प्रसाधन सामग्री अधिनियम, 1940 के नियम 161 में अधिकृत उपबंधों के अनुसार पैक किया जाएगा।

प्रत्येक पैकेज में निम्नलिखित सूचना सुपाठ्य रूप से और अमिट रूप से अंकित की जाएगी, अर्थात् :—

- (i) औषधि का नाम
- (ii) सभी घटकों की सूची
- (iii) सकल भार और शुद्ध भार/संख्या/मात्रा
- (iv) प्रसंस्करणकर्ता या विनिर्माता का नाम और पता
- (v) विनिर्माण अनुज्ञप्ति संख्या
- (vi) बैच या लॉट संख्या
- (vii) विनिर्माण की तारीख
- (viii) आयुर्वेदिक सिद्ध/यूनानी औषधियाँ
- (ix) यदि औषधी बाहरी अनुप्रयोग के लिए है तो इस पर “केवल बाहरी उपयोग के लिए संदर्भों का प्रयोग”।

6. प्रमाणपत्र जारी करना

सक्षम प्राधिकारी प्रसंस्करणकर्ता या निर्यातकर्ता के अनुरोध पर आयातकर्ता देश की अपेक्षाओं के अनुसार आयुर्वेदिक, यूनानी और सिद्ध उत्पादों के निर्यात के लिए प्रमाणपत्र जारी करेगा।

7. प्रमाणन फीस

आवेदक द्वारा निर्यात निरीक्षण अधिकरण को निम्नलिखित दरों पर प्रमाणन फीस संदत्त की जाएगी, अर्थात् :—

- (क) स्तर 1 प्रमाणन: प्रत्येक परीक्षण के लिए बैचवार वार्षिक आधार पर, प्रयोगशाला परीक्षण प्रचार 5,000 रु. की दर पर।
- (ख) स्तर 2 प्रमाणन: 50,000 रु. प्रतिवर्ष की दर पर।
- (ग) स्तर 3 प्रमाणन: किए गए उपवास प्रश्नों के आधार पर।

8. अपील

- (1) स्तर 1 या स्तर 2 या स्तर 3 प्रमाणीकरण के अधीन निर्यात निरीक्षण अधिकरण को विनिश्चय से व्यक्ति कोई आवेदक ऐसी इकाई की संसूचना की प्राप्ति के दस दिन के भीतर अपील कर सकेगा जो निदेशक (आई एंड क्यूसी) को निर्दिष्ट की जाएगी। अपील का निपटारा आवेदन प्राप्त करने की तारीख से पन्द्रह दिन के भीतर किया जाएगा। ऐसी अपील पर निदेशक (आई एंड क्यूसी) का विनिश्चय अंतिम होगा।

[फा. सं. 3/14/2007-ईआई एंड ईपी]

हरिदर भूति, उप-सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

ORDER

New Delhi, the 16th April, 2008

S.O. 932.—Whereas in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government is of the opinion that it is necessary and expedient to do so for the development of the Export Trade of India that Ayurvedic, Unani and Siddha products should be subject to quality control and inspection prior to export

And whereas, the quality standards prescribed by the Department of Ayush vide Order F. No. 11020/5/97-DCC(Ayush) dated the 14th October, 2005 and subsequent Orders issued thereafter have been taken into account;

And whereas, Ayurvedic, Unani and Siddha products are in principle free of contamination and micro-organisms but contamination and subsequent decomposition may occur when handled and treated un-hygienically;

And, therefore, the essential requirements should be laid down for correct hygienic handling of Ayurvedic, Unani and Siddha products at all stages of production and during harvesting, processing, handling, storage and transport;

And whereas, it is the primary responsibility of the processor to ensure that Ayurvedic, Unani and Siddha products meet the requirements laid down in the proposal;

And whereas, the competent authority nominated by the Central Government shall ensure the effective compliance of the quality standards in the country;

And whereas, the Central Government has formulated the proposal specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby publishes the proposal for information of the general public likely to be affected thereby, and notice is hereby given that any person who desires to make any objection or suggestion with respect to the said proposals may forward the same within thirty days of the date of publication of this Order in the Official Gazette to the Export Inspection Council of India, 3rd Floor, New Delhi YMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi-110001.

PROPOSAL

1. To notify that Ayurvedic, Unani and Siddha products shall be subjected to quality control and inspection prior to export.

2. To specify the type of quality control and inspection in accordance with the draft Export of Ayurvedic, Unani and Siddha (Quality Control, Inspection and Monitoring) Rules, 2008 set out in the Annexure appended to this Order;

3. To recognise the specifications as set out in the Schedule as appended to this Order as the standard specification for Ayurvedic, Unani and Siddha products; and

4. To prohibit the export of Ayurvedic, Unani and Siddha products in the course of international trade unless it conforms to the standard specifications applicable to it and is accompanied by a certificate of inspection or certificate that such unit is approved and monitored by the Export Inspection Agency established under section 7 of the Export (Quality Control and Inspection) Act, 1963 including its sub offices located at various places of the region.

SCHEDULE

Specifications for Ayurvedic, Unani and Siddha products recognised as per section 6 of the Export (Quality Control and Inspection) Act, 1963 shall be —

- (a) Of national standards of the importing countries; or
- (b) Contractual specifications agreed to between the foreign buyer and the exporters provided the same are satisfying the health requirements of the importing countries;
- (c) In the case of any Ayurvedic, Unani and Siddha products for which no standard is available at (a) and (b) above, the standards, if any, as formulated by the Specialist Committee constituted under the provisions of the Export (Quality Control and Inspection) Act, 1963.

APPENDIX

SPECIFICATIONS OF AYURVEDIC, SIDDHA AND UNANI PRODUCTS INTENDED FOR EXPORTS

1. Permissible Limit of Heavy Metals :

S.No.	Heavy Metal Content	Permissible Limits
	(1)	(2)
1.	Lead (Pb)	10 ppm
2.	Cadmium (Cd)	0.30 ppm
3.	Arsenic (As)	3 ppm
4.	Mercury (Hg.)	1 ppm

2. Pesticides Residues :

S.No.	Pesticides	Permissible Limits
	(1)	(2)
1.	Quinolphos	0.01 ppm
2.	DDE+DDT+DDD sum of	1.00 ppm
3.	Aldrin+Dieldrin sum of	0.05 ppm
4.	HCH (Hexa Chloro Cyclohexane)	0.30 ppm
5.	HCB (Hexa Chloro Benzene)	0.10 ppm
6.	Aldochlor	0.02 ppm
7.	Lindane	0.60 ppm
8.	Chlordane	0.05 ppm
9.	Endosulfan & its isomers	3.00 ppm

3. Aflatoxins :

S.No.	Aflatoxin	Permissible Limits
	(1)	(2)
1.	B1	5.0 ppb
2.	B1+G1+B2+G2 sum of	10.0 ppb

4. Microbial Contamination Limits :

S.No.	Parameters	Permissible Limits
	(1)	(2)
1.	<i>Staphylococcus aureus</i> /g.	Absent
2.	<i>Salmonella</i> sp./10g.	-do-
3.	<i>Pseudomonas aeruginosa</i>	-do-
4.	<i>E.Coli</i> /10g.	-do-
5.	Total Plate Count (TPC)	10^5 /g.*
6.	Total Yeast & Mould	10^3 /g.

* : For topical use, the limit shall be 10^7 /g.

- (1) Tests for heavy metals are not applicable for products meant for topical use.
- (2) The above specifications limits shall not be applicable to Ayurvedic, Unani and Siddha products, having non-human application (internal or external).
- (3) Testing reference to be made to the publication "PROTOCOL FOR TESTING—Ayurveda, Unani and Siddha medicines", Pharmacopoeia Laboratory for Indian medicines, Ghaziabad, March, 2007; and Ayurvedic Pharmacopoeia of India and Unani Pharmacopoeia of India, issued by Department of AYUSH, Ministry of Health and Family Welfare, Government of India.

ANNEXURE

DRAFT RULES PROPOSED TO BE MADE UNDER SECTION 17 OF THE EXPORT (QUALITY CONTROL AND INSPECTION) ACT 1963 (22 OF 1963)

1. Short title and commencement.—(1) These rules may be called the Export of Ayurvedic, Unani and Siddha (Quality Control, Inspection and Monitoring) Rules, 2008.

(2) They shall come into force on the date of their final publication in the Official Gazette ;

2. Definition.—In these rules, unless the context otherwise requires,—

(a) “Act” means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) ;

(b) “Ayurvedic, Siddha or Unani drug” includes all medicines intended for internal or external use for or in the diagnosis, treatment, mitigation or prevention of (disease or disorder in human beings or animals, and manufactured) exclusively in accordance with the formulate described in the authoritative books of (Ayurvedic, Siddha and Unani Tibb systems of medicine) ;

(c) “Agency” means any one of the Export Inspection Agency at Chennai, Delhi, Kolkata, Kochi, and Mumbai established under sub-section (1) of Section 7 of the Act ;

(d) “Batch” means a quality of Ayurvedic, Unani and Siddha Products collected or processed from the same source of raw materials on the same day ;

(e) “Council” means Export Inspection Council established under Section 3 of the Export (Quality Control and Inspection) Act 1963 ;

(f) “Competent Authority” means any one of the Export Inspection Agencies (EIAs) established under Section 7 of Export (Quality Control and Inspection) Act, 1963 at Chennai, Delhi, Kochi, Kolkata and Mumbai ;

(g) “Consignment” means a quality of Ayurvedic, Unani and Siddha products processed and subsequently intended for one or more customers ;

3. Types of Inspection or Certification.—In order to ensure the safety and quality of Ayurvedic, Unani and Siddha products exported from India and facilitate smooth trade of these products, any one of the three types of inspection or certification systems shall be followed, namely :—

Level 1 : Consignment wise inspection for ensuring safety with regard to contaminants such as heavy metals, pesticides, aflatoxins and microbes ; or

Level 2 : Systems approach to include end-product quality as well as implementation of Good Manufacturing Practices (GMP) by the processor; or

Level 3 : Safety, quality and efficacy through independent review of dossier submitted by the manufacturer.

4. Basis of compliance.—(1) Ayurvedic, Unani and Siddha products intended for exports shall comply with the standards notified in the Appendix to the Schedule. In addition, the product shall also comply with the following requirements, namely :—

I. Implementation of Good Manufacturing Practices (GMP) Notified under Drugs and Cosmetic Act, 1940 (as revised on the 23rd June 2000) for Ayurvedic, Unani and Siddha medicine, if certified under Level 2.

II. Compliance of the Dossiers to the requirements of the importing country as per bilateral agreements between the two countries, if certified under Level 3.

(2) Certification under Level 2

(a) It is the primary responsibility of the industry or processor to ensure that Ayurvedic, Unani and Siddha products intended for export are processed and handled at all stages of production, storage, and transport under proper hygienic and manufacturing conditions and that the products conforms to the specifications given in the Order by the Central Government under Section 6 of the Act ;

(b) The Competent Authority shall conduct regular monitoring of the establishments to ensure that Good Manufacturing Practices (GMP) and Good Hygienic Practices (GHP) are adopted by the establishment at all stages of production, storage and transport of Ayurvedic, Unani and Siddha products. For effective monitoring of the Scheme, Export Inspection Council will issue necessary instructions in this regard;

(c) Having satisfied itself that the establishments meet the requirements with regard to nature of activities they carry out, the Competent Authority shall accord approval to establishments. The Council shall draw up a list of approved establishments, each of which shall have an official number.

(3) The Council shall issue necessary instructions from time to time for effective monitoring of the inspection or certification as specified in rule 3.

5. Packing and labelling.—Ayurvedic, Unani and Siddha products for export shall be packed in hygienically clean food grade packing material as per the provisions laid down in Rule 161 of Drugs and Cosmetic Act, 1940.

Each package shall be legibly and indelibly marked with the following information, namely :—

- (i) Name of the drug
- (ii) List of all ingredients
- (iii) Gross weight and net weight/numbers/volume
- (iv) Name and address of processor or manufacturer,
- (v) Manufacturing Licence Number
- (vi) Batch or lot number
- (vii) Date of manufacture
- (viii) Ayurvedic/Siddha/Unani medicines
- (ix) Use the words "FOR EXTERNAL USE ONLY", if the medicine is for external application.

6. Issuance of certificate.—On request from the processor or exporter, the Competent Authority shall issue certificate(s) for export of Ayurvedic, Unani and Siddha products as per the requirements of the importing country.

7. Certification fee.—Certification fee shall be paid by the applicant to the Export Inspection Agency at following rates, namely :—

- (a) Level 1 Certification : @ Rs. 5,000 for every consignments+Laboratory test charges on actual basis, batch wise.
- (b) Level 2 Certification : @ Rs. 50,000/Annum
- (c) Level 3 Certification : based on actual charges incurred.

8. Appeal.—(1) Any applicant aggrieved by the decision of the Export Inspection Agency either under Level 1 or 2 or 3 Certification, may, within 10 days of the receipt of the communication of such refusal prefer an appeal which will be referred by the Agency to the Director (I&QC). The appeal shall be disposed of within fifteen days from the date receipt of application. The decision of the Director (I&QC) to such an appeal shall be final.

[F.No.3/14/2007-EI&EP]

INDIRA MURTHY, Dy. Secy.

नई दिल्ली, 16 अप्रैल, 2008

का.आ. 933.—केंद्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स क्वालिटी सर्विसिज एंड सोल्यूशन्स (गोवा) सुवरन बंडेकर बिल्डिंग, दूसरा तल, स्वतंत्र पथ, वास्को-दा-गामा, गोवा-403 802 को इस अधिसूचना के राष्ट्रपत्र में, प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार, वाणिज्य मंत्रालय, की अधिसूचना सं. का. आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ संलग्न अनुसूची में यथा विनिर्दिष्ट खनिज और अयस्क (समूह-I) अर्थात् लौह अयस्क, मैंगनीज अयस्क फेरोमैंगनीज सहित फेरोमैंगनीज स्लेग और बॉक्साइट जिसके अंतर्गत कैलसींटेड बॉक्साइट भी है का निर्यात से पूर्व गोवा में उक्त खनिजों और अयस्कों का निम्नलिखित शर्तों के अधीन रहते हुए निरीक्षण करने के लिए एक अधिकरण के रूप में मान्यता देती है, अर्थात् —

- (i) कि मैसर्स क्वालिटी सर्विसिज एंड सोल्यूशन्स (गोवा), गोवा खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण का प्रमाण-पत्र देने के लिए उनके द्वारा अपनाई गई निरीक्षण पद्धति के परीक्षण के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्देशित अधिकारियों को पर्याप्त सुविधाएं देगी ;
- (ii) मैसर्स क्वालिटी सर्विसिज एंड सोल्यूशन्स (गोवा), गोवा इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में निर्देशों से आबद्ध होगी, जो निदेशक (निरीक्षण और क्वालिटी नियंत्रण), निर्यात निरीक्षण परिषद् समय-समय पर लिखित में दे ।

[फा. सं. 5/1/2008-ईआई एंड ईपी]

इंदिरा मूर्ति, उप सचिव

New Delhi, the 16th April, 2008

S.O. 933.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Quality Services and Solutions (Goa), Suvam Bandekar Building, 2nd Floor, Swatantra Path, Vasco-da-Gama, Goa-403802, as an agency for a period of three years with effect from the date of publication of this notification, for inspection of Minerals and Ores (Group-I), namely, Iron Ore, Manganese Ore, Ferro Manganese including Ferro Manganese slag and Bauxite including calcined Bauxite as specified in the Schedule annexed to the notification of the Government of India in the Ministry of Commerce number S.O 3975 dated the 20th December, 1965, prior to the export of the said Minerals and Ores at Goa, subject to the following conditions, namely :—

- (i) that M/s. Quality Services and Solutions (Goa), Goa shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores, Group-I (Inspection) Rules, 1965;
- (ii) that M/s. Quality Services and Solutions (Goa), Goa in the performance of their function under this notification shall be bound by such directives as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 5/1/2008-EI&EP]

INDIRA MURTHY, Dy. Secy.

वस्त्र मंत्रालय

नई दिल्ली, 29 अप्रैल, 2008

का.आ. 934.—सार्वजनिक परिसर (अनाधिकृत व्यक्तियों का निष्कासन) अधिनियम, 1971 (1971 का 40) के खंड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा उक्त अधिनियम के उद्देश्य के लिए नीचे दी गई तालिका के कॉलम (1) में उल्लिखित अधिकारियों को राजपत्रित अधिकारी वर्ग के समतुल्य अधिकारी होने के कारण 'एस्टेट अधिकारियों' के रूप में नियुक्त करती है जो उक्त तालिका के कॉलम (2) में विनिर्दिष्ट सार्वजनिक परिसरों के सम्बन्ध में उनके अपने अधिकार क्षेत्र की सीमा में उक्त अधिनियम के द्वारा अथवा उनके तहत एस्टेट अधिकारियों सम्बन्धी प्रदत्त शक्तियों का प्रयोग करेंगे और कर्तव्यों का निर्वहन करेंगे ।

तालिका

अधिकारी का पदनाम	सर्वजनिक परिसर की श्रेणियाँ एवं अधिकार क्षेत्र की स्थानीय सीमा
(1)	(2)
1. उप निदेशक (ए एंड ए)/उप सचिव (तक.)/ समन्वय, केंद्रीय रेशम बोर्ड, केंद्रीय कार्यालय, बैंगलूर	केंद्रीय रेशम बोर्ड के नियंत्रणाधीन बैंगलूर और उसके आस-पास के परिसर।
2. उप निदेशक (ए एंड ए)/केंद्रीय रेशम उत्पादन अनुसंधान एवं प्रशिक्षण संस्थान, मैसूर	कर्नाटक राज्य (बैंगलूर को छोड़कर) में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
3. उप सचिव/सहायक सचिव (तक.)/ क्षेत्रीय विकास कार्यालय, चेन्नई	तमिलनाडु और केरल राज्यों में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
4. उप सचिव (तक.)/सहायक सचिव (तक.), क्षेत्रीय विकास कार्यालय, हैदराबाद	आंध्र प्रदेश राज्य में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
5. संयुक्त सचिव (तक.)/ उप सचिव (तक.), क्षेत्रीय कार्यालय, केंद्रीय रेशम बोर्ड, मुंबई	महाराष्ट्र, गोवा और गुजरात राज्यों में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
6. उप सचिव (तक.)/ सहायक सचिव (तक.), क्षेत्रीय कार्यालय, केंद्रीय रेशम बोर्ड, मुजफ्फर	उड़ीसा, मध्यप्रदेश और छत्तीसगढ़ राज्यों में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
7. उप सचिव (तक.)/ सहायक सचिव (तक.), क्षेत्रीय कार्यालय, केंद्रीय रेशम बोर्ड, श्रीनगर/जम्मू	जम्मू व कश्मीर राज्य में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
8. संयुक्त सचिव (तक.)/ उप सचिव (तक.), क्षेत्रीय कार्यालय, केंद्रीय रेशम बोर्ड, नई दिल्ली	पंजाब, राजस्थान, हरियाणा, हिमाचल प्रदेश, उत्तर प्रदेश और उत्तराखण्ड राज्यों में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
9. संयुक्त निदेशक (प्रशा.)/ उप निदेशक (ए एंड ए), केंद्रीय तत्पर अनुसंधान एवं प्रशिक्षण संस्थान, रांची	बिहार और झारखण्ड राज्यों में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
10. उप निदेशक (ए एंड ए), सहायक निदेशक (ए एंड ए), केंद्रीय रेशम उत्पादन अनुसंधान एवं प्रशिक्षण संस्थान, कटहरामपुर	पश्चिम बंगाल राज्य में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।
11. संयुक्त सचिव (तक.)/ उप सचिव (तक.)/सहायक सचिव (तक.), क्षेत्रीय विकास कार्यालय, केंद्रीय रेशम बोर्ड, गुवाहाटी	असम, मेघालय, अरुणाचल प्रदेश, मणिपुर, नागालैण्ड, मिजोरम, त्रिपुरा और सिक्किम राज्यों में केंद्रीय रेशम बोर्ड के नियंत्रणाधीन परिसर।

MINISTRY OF TEXTILES

New Delhi, the 29th April, 2008

S.O. 934.—In exercise of powers conferred by Section (3) of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers equivalent to the rank of a gazetted officer to be "Estate Officers" for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers by or under the said Act, within the limits of their respective jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction
1. Deputy Director (A&A)/ Deputy Secretary (Tech)/Co-ord, Central Silk Board, Central Office, Bangalore	Premises under the control of the Central Silk Board in and around Bangalore.
2. Deputy Director (A&A)/ Central Sericultural Research & Training Institute, Mysore.	Premises under the control of the Central Silk Board in the State of Karnataka (Except Bangalore).
3. Deputy Secretary/ Assistant Secretary (Tech), Regional Development Office, Chennai	Premises under the control of the Central Silk Board in the States of Tamil Nadu and Kerala.
4. Deputy Secretary (Tech)/ Assistant Secretary (Tech), Regional Development Office, Hyderabad	Premises under the control of the Central Silk Board in the State of Andhra Pradesh.
5. Joint Secretary (Tech)/ Deputy Secretary (Tech), Regional Office, Central Silk Board, Mumbai	Premises under the control of the Central Silk Board in the States of Maharashtra, Goa and Gujarat.
6. Deputy Secretary (Tech)/ Assistant Secretary (Tech), Regional Development Office, Central Silk Board, Bhubaneswar	Premises under the control of the Central Silk Board in the States of Orissa, Madhya Pradesh and Chattisgarh.
7. Deputy Secretary (Tech)/ Assistant Secretary (Tech), Regional Office, Central Silk Board, Srinagar/Jammu	Premises under the control of the Central Silk Board in the State of Jammu & Kashmir.
8. Joint Secretary (Tech)/ Deputy Secretary (Tech), Regional Office, Central Silk Board, New Delhi	Premises under the control of the Central Silk Board in the States of Punjab, Rajasthan, Haryana, Himachal Pradesh, Uttar Pradesh and Uttarakhand.
9. Joint Director (Admn.)/ Deputy Director (A&A), Central Tasar Research and Training Institute, Ranchi	Premises under the control of the Central Silk Board in the States of Bihar and Jharkhand.
10. Deputy Director (A&A)/ Assistant Director (A&A), Central Sericultural Research & Training Institute, Barhampore	Premises under the control of the Central Silk Board in the State of West Bengal.
11. Joint Secretary (Tech)/ Deputy Secretary (Tech)/ Assistant Secretary (Tech), Regional Development Office, Central Silk Board, Guwahati	Premises under the control of the Central Silk Board in the States of Assam, Meghalaya, Arunachal Pradesh, Manipur, Nagaland, Mizoram, Tripura and Sikkim.

[F. No. 25011/1/2008-Silk]

BHUPENDRA SINGH, Jt. Secy.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 21 अप्रैल, 2008

का.आ. 935.—केन्द्रीय सरकार, राजभवन (संघ के सार्वजनिक प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय के नियंत्रणाधीन राष्ट्रीय सहकारी प्रशिक्षण परिषद्, नई दिल्ली के निम्नलिखित कार्यालय को जिसके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

मधुसूदन सहकारी प्रबंध संस्थान,
राष्ट्रीय सहकारी प्रशिक्षण परिषद्,
यूनिट-8, भुवनेश्वर-751012 (उड़ीसा)

[संख्या 3-6/2004-हिन्दी नीति]

पंकज कुमार, संयुक्त सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

New Delhi, the 21st April, 2008

S.O. 935.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rule, 1976, the Central Government hereby notifies following Office of the National Council for Cooperative Training, New Delhi under the control of the Department of Agriculture and Cooperation, Ministry of Agriculture, 80% staff whereof have acquired the working knowledge of Hindi :-

Madhusudan Institute of Co-operative Management,
National Council for Cooperative Training,
Unit-8, Bhubaneswar-751012,
(Orissa).

[No. 3-6/2004-Hindi Netti]

PANKAJ KUMAR, Jr. Secy.

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 24 अप्रैल, 2008

का.आ. 936.—केन्द्रीय सरकार, कृषि अनुसंधान एवं शिक्षा विभाग, राजभवन (संघ के सार्वजनिक प्रयोजनों के लिए प्रयोग) नियमवली 1976 के नियम 10 के उप नियम (4) के अनुसरण में राष्ट्रीय पाल्य आनुवंशिक संसाधन बोर्ड, पुसा, नई दिल्ली के क्षेत्रीय केंद्र, अकोला (महाराष्ट्र) को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

[फा. सं. 13-2/2002-हिन्दी]

देवेन्द्र कुमार छतवाल, अवर सचिव

(Department of Agriculture and Education)

New Delhi, the 24th April, 2008

S.O. 936.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rule, 1976, the Central Government, Ministry of Agriculture, Department of Agricultural research and Education hereby notifies the Regional Centre, Akola Maharashtra of National Bureau of Plant Genetic Resources, Pusa, New Delhi where more than 80% of staff have acquired the working knowledge of Hindi.

[F.No. 13-2/2002-Hindi]

D. K. CHHATWAL, Under Secy.

(पशुपालन, डेयरी और मत्स्यपालन विभाग)

नई दिल्ली, 25 अप्रैल, 2008

का.आ. 937.—संक्षेप प्राधिकारी के अनुमोदन से यह फैसला किया गया है कि "समेकित मात्स्यिकी परियोजना" जो पशुपालन, डेयरी और मत्स्यपालन विभाग के प्रशासनिक नियंत्रण में एक अधीनस्थ कार्यालय है, का नाम "राष्ट्रीय मात्स्यिकी पोस्ट हार्वेस्ट प्रौद्योगिकी और प्रशिक्षण संस्थान" कर दिया जाए।

[संख्या 5-3/2008-मात्स्यिकी (प्रशासन)]

डी. चौधरी, निदेशक (मात्स्यिकी प्रशासन)

(Department of Animal Husbandry, Dairying and Fisheries)

New Delhi, the 25th April, 2008

S.O. 937.—With the approval of the competent authority it has been decided to rename “Integrated Fisheries Project”, a subordinate office under the administrative control of Department of Animal Husbandry, Dairying and Fisheries as “National Institute of Fisheries Post Harvest Technology and Training”.

[F. No. 5-3/2008-Fy. Admn.]

D. CHAUDHURI, Director (Fy. Admn.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 22 अप्रैल, 2008

क्र.आ. 938.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 101 (भाग 8/खंड 2) : 1990 पेन्ट, वार्निश और सम्बन्धित उत्पादों के नमूने लेने और परीक्षण की पद्धतियाँ भाग 8 वर्णकों और अन्य ठोस पदार्थों का परीक्षण खंड 2 वर्णक और अवाष्पशील पदार्थ (तीसरा पुनरीक्षण)	संशोधन संख्या नं. 3 जनवरी 2008	31 जनवरी, 2008

इस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएचडी 20/आई एस 101 (भाग 8/खंड 2)]

ई. देवेन्द्र, वैज्ञानिक-एफ (रसायन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 22nd April, 2008

S.O. 938.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 101 (PART 8/SEC2): 1990 Methods of Sampling and Test for Paints, Varnishes and Related Products Part 8 Tests for Pigments and Other Solids Section 2 Pigments and Non-Volatile Matter (Third Revision)	Amendment No. 3 January, 2008	31 January, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 20/IS 101(PART 8/SEC 2)]

E. DEVENDAR, Scientist-F (Chemical)

नई दिल्ली, 22 अप्रैल, 2008

क्र.अ. 939.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (क) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हों, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1640:2007 चर्म, खाल और चमड़ा की पारिभाषिक शब्दावली (पहला पुनरीक्षण)	—	31 दिसम्बर, 2007

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, कानपुर, कानपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : सीएसडी 17/आई एस 1640]

ई. देवेन्दर, वैज्ञानिक-एफ (रसायन)

New Delhi, the 22nd April, 2008

S.O. 939.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1640:2007 Glossary of Terms relating to hides, skins and leather (First Revision)	—	31 December, 2007

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 17/IS 1640]

E. DEVENDAR, Scientist-F (Chemical)

नई दिल्ली, 22 अप्रैल, 2008

का.आ. 940.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 9825:2003 क्लोरीन की गोलेयों-विशिष्टि (दूसरा पुनरीक्षण)	संशोधन सं. नं. 1 जनवरी, 2008	31 मार्च, 2008

इस मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं सीएचडी 01/आई एस 9825]

ई. देवेन्दर, वैज्ञानिक-एफ (रसायन)

New Delhi, the 22nd April, 2008

S.O. 940.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 9825:2003 Specification for Chlorine Tablets (Second Revision)	Amendment No. 1 January 2008	31 March 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: CHD 01/IS 9825]

E. DEVENDAR, Scientist-F (Chemical)

नई दिल्ली, 22 अप्रैल, 2008

का.आ. 941.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नए भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 2796:2008 मोटर गैसोलिन-विशिष्टि (चौथा पुनरीक्षण)	आई एस 2796 : 2000	अप्रैल, 2008

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ पीसीडी/बी-7(गजट)]

डा. डी. के. चौधरी, वैज्ञानिक-एफ एवं प्रमुख (पेट्रोल, कोयला एवं सम्बन्धित उत्पाद)

New Delhi, the 22nd April, 2008

S.O. 941.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year and title of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standard	Date of established
(1)	(2)	(3)	(4)
1.	IS 2796:2008 Motor Gasoline—Specification (Fourth Revision)	IS 2796:2000	April, 2008

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Gowahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: PCD/G-7 (Gazette)]

Dr. D. K. CHAUDHURI, Sec.F & Head (PCD)

नई दिल्ली, 23 अप्रैल, 2008

का.आ. 942.—भारतीय मानक ब्यूरो (प्रमाणन विनियम) 1988 के उपविधम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाईसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाईसेंस संख्या	लाईसेंस धारी का नाम व पता/कार्य का नाम व पता	लाईसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक एवं मानक संख्या	या या संख्या	रद्द तिथि	कारण	टिप्पणियाँ
1	2	3	4	5	6	7	8
1.	1837262	जे जे पी इंडस्ट्रीस प्रा. लि., नईजामाबाद	एल्यूमिनियम सीमेंट के टाइल पाइप	1592 : 89	03-10-07		
2.	6179881	तेको इन्जीनियरिंग सर्विसेस प्रा. लि. गुड्डर	विद्युत प्रयोजनों के लिए रबड़ की शेट की विशिष्टि	5424 : 69	31-10-07	फेक्टरी का बंदन	
3.	6607068	एस आर इंडस्ट्रीस सींगारापाकुंडा	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	15-10-07	मानक चिन्ह का दुरुपयोग करना	
4.	6696398	विजया इंडस्ट्रीस ओंगोल	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	15-10-07	मानक चिन्ह का दुरुपयोग करना	
5.	6697297	पूनीता एनटरप्रेजस	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543 : 04	15-10-07	असफल परीक्षण रिपोर्ट	
6.	6718585	आर ई केबल्स एण्ड कन्डक्टर्स	शिरोपरी प्रेषण प्रयोजन के लिए एल्यूमिनियम चालक विशिष्टि	398(4)	08-10-07	असफल परीक्षण रिपोर्ट	

[सं. सीएमडी/13:13]

ए. के. तलवार, उप महानिदेशक (सूचक)

New Delhi, the 23rd April, 2008

S.O. 942.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :

SCHEDULE

List of Licences Cancelled Between 1-10-2007 and 31-10-2007

Sl. No.	Licence No.	Firm Name/City	IS No.	Product	Date of Cancellation	Reason	Remarks
1	2	3	4	5	6	7	8
1.	1837262	J.J.P. Industries Pvt. Limited Nizamabad	IS 1592:1989	asbestos cement pressure pipes	03-10-2007	Firm not applied for renewal of licence or before its validity i.e. 15-06-2007	
2.	6279881	Thejo Engineering Services (P) Ltd. Gudur	IS 5424:1969	rubber mats for electrical purpose	31-10-2007	Shifting of Premises, due to Shifting of premises and non-payment of dues the licence standas expired	
3.	6607068	S.R. Industries Singarayakonda	IS 14543:2004	packaged drinking water (other than packaged natural mineral water)—	15-10-2007	Misuse of ISI Mark	
4.	6696598	Vijaya Industries Ongole	IS 14543:2004	packaged drinking water (other than packaged natural mineral water)—	15-10-2007	Misuse of ISI Mark	
5.	6697297	Punitha Enterprises Kaikalur	IS 14543:2004	packaged drinking water (other than packaged natural mineral water)—	15-10-2007	Failing Test Report	
6.	6718382	R.E. Cables & Conductors Pvt. Ltd. Cherlapally	IS 398: Part 4:199	aluminium conductors for overhead transmission purposes; part 4 aluminium alloy stranded conductors (aluminium magnesium silicon type)	8-10-2007		

[No. GMD/13.13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 24 अप्रैल, 2008

क्र.आ. 943.—भारतीय मानक ब्यूरो (प्रमाणन विनियम) 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाईसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम संख्या	लाईसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाईसेंसधारी का नाम व पता	भारतीय मानक शीर्षक	भा मा संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8
1.	6760682	5-11-2007	मैसर्स विजय ज्वेलर्स एण्ड जेम्स S-9-30/25, सतगुरु कॉलेक्स बशीरबाग हैदराबाद	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित

1	2	3	4	5	6	7	8
2	6760783	5-11-2007	मेसर्स न्यू आर.एस. ज्वेलर्स जीएफ, शाप नं. 28, ई.बी. प्लॉट राजगोपालाचारी स्ट्रीट गवर्नरपेट, विजयवाड़ा-522002 कृष्णा जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी सुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
3	6765288	7-11-2007	मेसर्स श्री सरस्वति ज्वेलर्स, 3-4-870/ए/2, पहला मंजिल, बरकतपुर, हैदराबाद-500027	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी सुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
4	6765389	7-11-2007	मेसर्स शारदाबा ज्वेलर्स, डी. नं. 6-1-203, मेईन रोड, नरसारावपेट, नरसारावपेट, गंटूर-522681	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी सुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
5	6765692	20-11-2007	मेसर्स विनायक स्टोल्स लिमिटेड, 97/ई, जेपी दर्गा रोड, कोतूर, शादनगर तालुक, महबूबनगर जिला	कंक्रीट प्रबलन के लिए ठप्प समर्थि विकसित इस्तफात धड़ और तार	1786: 85	स्विडी	परिचालित
6	6763082	14-11-2007	मेसर्स तिरुपति उद्योग लिमिटेड, इंडस्ट्रियल एरिया, 132 के बी सब स्टेशन के पास, कोतूर, महबूबनगर जिला-509228	तप्त बेरिलस अल्प, मध्यम एवं तप्त तन्तु के संयोजन इस्मात	2062-2006		
7	6765187	16-11-2007	मेसर्स श्री सरस्वति ज्वेलर्स, 3-4-870/ए/2 पहला मंजिल, बरकतपुर, हैदराबाद-500027	चंदी एवं चंदी मिश्रधातुएं, आभूषण/शिल्पकारी सुद्धता एवं मुहरांकन विशिष्टि	2112: 03	एमटीडी	परिचालित
8	6760581	6-11-2007	नंदी इरिगेसन सिस्टम्स लिमिटेड, एफ 4, एण्ड 5 आई ई नंथमाल-518502 (एपी) कर्नूल जिला	पेथजल आपूर्ति के लिए अप्लास्टिक पी वी सी पाइप	4985: 2000		
9	6775591	20-11-2007	मेसर्स आछावा टेक डोर नं. 22-230, साईपुरम कालूनी गोल्सपल्ली-521225 विजयवाड़ा कूरल कृष्णा जिला	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543: 04	एफएडी	परिचालित
10	6768496	26-11-2007	मेसर्स लिखिता पेकेजड ड्रिंकिंग वाटर नं. 3-412, सोमभद्रा नगर अनंतपुर (ए पी)	पेकेजबंद पेय जल (पेकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543: 04	एफएडी	परिचालित

[सं सीएमडी/13:11]

ए. के. तलावार, तम महानिदेशक (मुद्रा)

New Delhi, the 24th April, 2008

S.O. 943.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	CML No.	Licence Name and Address	GOL Date	IS No. and Product	Validity Division	Status	Remarks
1	2	3	4	5	6	7	8
1.	6760682	Vijay Jewellers and Gems, 5-9-30/25, Sanguru Complex, Bashirbagh, Hyderabad, Andhra Pradesh	5-11-2007	IS 1417:1999 Gold and gold alloys jewellery/artifacts fineness and marking	5-11-2010 MTD	Operative	
2.	6760783	New R. S. Jewellers, GF S. No. 28, E. V. Plaza, Rajagopalachari Street, Governorpet Krishna, Vijayawada, Andhra Pradesh-520002	5-11-2007	IS 1417:1999 Gold and gold alloys jewellery/artifacts fineness and marking	5-11-2010 MTD	Operative	
3.	6765288	Sri Saraswati Jewellers, 3-4-870/A/2, 1st floor, Barkatpura, Hyderabad, Andhra Pradesh-500027	7-11-2007	IS 1417:1999 Gold and gold alloys jewellery/artifacts fineness and marking	19-11-2010 MTD	Operative	
4.	6765389	Saradamba Jewellers, D.No. 6-1-302, Main Road, Guntur, Narasaraopet, Andhra Pradesh-522601	7-11-2007	IS 1417:1999 Gold and gold alloys jewellery/artifacts fineness and marking	19-11-2010 MTD	Operative	
5.	6765692	M/s. Vinayak Steels Ltd., 97/E, J.P. Dargah Road, Kottur Shadnagar Tq, Mahbubnagar, Mahaboobnagar, Andhra Pradesh	20-11-2007	IS 1786:1985 High strength deformed steel bars and wires for concrete reinforcement	21-11-2008 CED	Operative	
6.	6763082	Tirupati Udyog Ltd., 8-2-629/1/a/3, II Floor, Vish Bhavan, Road No. 12, Banjara Hills, Hyderabad-500034, Hyderabad, Andhra Pradesh-500034	14-11-2007	IS 2062:1999 Steel for general structural purposes	14-11-2008 MTD	Operative	
7.	6765187	Sri Saraswati Jewellers, 3-4-870/A/2, 1st Floor Barkatpura, Hyderabad Andhra Pradesh-500027	16-11-2007	IS 2112:2003 Silver and silver alloys, jewellery artefacts, fineness and marking	19-11-2010 MTD	Operative	
8.	6760581	Nandi Irrigation Systems, Limited, P-4 & 5, Industrial Estate Kumool, Nandyal, Andhra Pradesh-518502	6-11-2007	IS 4985:2000 Unplasticized pvc pipes for potable water supplies	5-11-2008 CED	Operative	
9.	6768496	Likhita Packaged Drinking Water, D. No. 3-412, Sonasath Nagar, Anantapur, Andhra Pradesh-518502	26-11-2007	IS 14543:2004 Packaged drinking water (other than packaged natural mineral water)	3-12-2008 FAD	Operative	
10.	6765391	Aqua Tech., Door No. 22-30, Saipuram Colony, Gollapudi-521225 Vijayawada Rural, Krishna District, Krishna, Gollapudi, Andhra Pradesh-521225	20-11-2007	IS 14543:2004 Packaged drinking water (other than packaged natural water)	19-11-2008 FAD	Operative	

[No. CMD/13/11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 24 अप्रैल, 2008

क्र. आ. 944.—भारतीय मानक ब्यूरो (प्रमाणन विनियम) 1988 के उपविनियम (5) के अनुसार में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गये हैं, वे रद्द कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता/कर्म का नाम व पता	लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक एवं मानक संख्या	मा मा संख्या	रद्द तिथि	कारण	टिप्पणियाँ
1	6533671	सई क्रिष्णा पकेज्ड ड्रिंकिंग वाटर इंडस्ट्रीस	पैकेज्ड पेय जल [पैकेज्ड प्राकृतिक मिнерल जल के अलावा]	14543 : 04	15-11-07	मानक चिन्ह का दुरुपयोग करना	
2	6668290	श्री साई प्रता एवं कंपनी पुनूर	पैकेज्ड पेय जल [पैकेज्ड प्राकृतिक मिнерल जल के अलावा]	14543 : 04	30-11-07	फैक्टरी का बदलाव	
3	6705068	आर वी बेवारजस मेदक	पैकेज्ड पेय जल [पैकेज्ड प्राकृतिक मिнерल जल के अलावा]	14543 : 04	30-11-07	असफल परीक्षण रिपोर्ट	
4	6730572	महादेव श्रीगोपाल एवं कंपनी	पैकेज्ड पेय जल [पैकेज्ड प्राकृतिक मिнерल जल के अलावा]	14543 : 04	27-11-07	मानक चिन्ह का दुरुपयोग	

[सं. सी एम डी/13 : 13]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 24th April, 2008

S.O. 944.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :—

SCHEDULE

S. No.	Licence No.	Firm Name/City	IS No.	Product	Date of Cancellation	Reason	Remark
1	2	3	4	5	6	7	
1	6533671	Sai Krishna Packaged Drinking Water Industries Durshed Village	IS 14543 : 2004	packaged drinking water (other than packaged natural mineral water)	15-11-2007	due to misuse of ISI mark on pouches which was not covered under scope of licence	
2	6668290	Sri Sai Partha & Co. Puttur	IS 14543 : 2004	packaged drinking water (other than packaged natural mineral water)	30-11-2007	Shifting of Premises	

1	2	3	4	5	6	7
3	6705068	R V Beverages Medak	IS 14543:2004	packaged drinking water (other than packaged natural mineral water)	30-11-2007	Failing Test Report
4	6730572	Mahadev Srigopal & Company Nirmal	IS 14543:2004	packaged drinking water (other than packaged natural mineral water)	27-11-2007	Misuse of ISI mark on 250ml pouches which is not covered under the scope of the licence.

[No. CMD/13:13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 24 अप्रैल, 2008

का.आ. 945.—भारतीय मानक ब्यूरो (प्रमाणन विधियम) 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गये हैं, वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक शीर्षक	भा मा संख्या	विभाग	स्थिति स्टेटस
1	2	3	4	5	6	7	8
1	6771283	10-12-07	मेसर्स पी. मनोहरलाल ज्वेलर्स, 20-5-47, शाह-अलि-बंदा, हैदराबाद-500 002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
2	6771384	10-12-07	मेसर्स वैष्णवि ज्वेलर्स डी. नं. 16-3-138, शहफ बाजार, तेनालि-522 201 गुंटूर जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
3	6774289	18-12-07	मेसर्स पदम श्री ज्वेलर्स, 7-2-386, अशोक नगर पहला मंजिल, पोस्ट मार्केट सिकंदराबाद-500 003	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
4	6774390	18-12-07	मेसर्स आकुल कोटेश्वरराव अंड सन ज्वेलर्स, 5-37-22, चौथा लेन, ब्रॉडीपेट, गुंटूर-522 002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
5	6774592	18-12-07	मेसर्स महालक्ष्मी गोल्ड पेलस, डी.नं. 23-12-318, गांधी रोड, ओगोल-523 001 प्रकाशम जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित

1	2	3	4	5	6	7	8
6	6774693	18-12-07	मेसर्स ग्रेष ज्वेलरी मार्ट 7-2-756, पॉट मार्केट सिकंदराबाद-500 003 हैदराबाद जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
7	675089	20-12-07	मेसर्स जगनलाल ज्वेलरी बी-1, मयूर कुशास कॉम्प्लेक्स गनफाँदी, हैदराबाद-500 001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
8	6775392	20-12-07	मेसर्स कृष्णा पेरल्स एंड ज्वेलर्स, 6-3-883/2/3, टोपाज बिल्डिंग के पास, हैदराबाद-500 082	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
9	6775594	20-12-07	मेसर्स शिव ललिता ज्वेलर्स डी. नं. 27-14-70, दत्तात्रेय कॉम्प्लेक्स, राजगोपालाचारी स्ट्रीट विजयवाड़ा-520 002	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
10	6776091	20-12-07	मेसर्स के.के. ज्वेलर्स 7-2-847, पॉट मार्केट सिकंदराबाद-500 003 हैदराबाद जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
11	6776394	20-12-07	मेसर्स श्रीनिवासा ज्वेलरी मार्ट 27-16-110/1, बिसेट रोड, गवर्नरपेट विजयवाड़ा-520 002 कृष्णा जिला	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417-99	एमटीडी	परिचालित
12	6770685	06-12-07	मेसर्स अन्नामलप्पार राम्परी सीपैट्स प्रिंटे लिमिटेड, सर्वे नं 605/2, डी, चिदम्बरई रोड बोम्मासमुद्रम विलेज गुडिपाला मंडल-517 132 चिन्नूर जिला (ए पी)	पोर्टलैंड पोबोलाता सीमेंट (प्लाई एस आधारित) (कंकाल ग्राइडिंग यूनिट के रूप में)	1489 पीटी 1	सीईडी	परिचालित
13	6775897	20-12-07	मेसर्स आकूल कोटेश्वरराव एंड सन ज्वेलर्स, 5-37-22, चौथा लेन, ब्रीडीपेट गुंटूर-522 002	चांदी एवं चांदी मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	2112:2003	एफएडी	परिचालित
14	6774491	19-12-07	मेसर्स महालक्ष्मी गोल्ड पेलस डी.नं. 23-1-318, गांधी रोड ऑंगोल-523 001 प्रकाशम जिला	चांदी एवं चांदी मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	2112:2003	एफएडी	परिचालित

1	2	3	4	5	6	7	8
15	6776495	10-12-07	मेसर्स अगरवाल फौन्डीस सर्वे नं. 66, पेट बशीराबाद, मेडचल तालुका, रंगारेड्डी जिल्ला-500 855	सामान्य संरचना इस्पात में पुनर्विल्लन के लिए कार्बन डालवा इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्लैब	2830:1975	सिइडी	परिचालित
16	6776802	17-12-07	मेसर्स रेडसन इंडस्ट्रीस प्रा. लि. 32 कोएम, नरसापुर हाईवे एस. नं. 178 एंड 179, गागिल्लापुर बिलेज रंगारेड्डी जिल्ला-500 855 (ए पी)	फिर से भरे जा सकने वाले जोड़ रहित इस्पात के गैस सिलेन्डर-प्रसावनीकृत इस्पात सिलेन्डर	7285:पीटी 1 : 04	सिइडी	परिचालित
17	6778196	19-12-07	एस एस इंडस्ट्रियस सर्वे-317/1, कृष्णापुरम बिलेज सि के डिनी (मनडल) कडपा (ए पी)	53 ग्रेड के साधारण पोर्टलैंड सीमेंट (केवल ग्राइडिंग यूनिट के रूप में)	12269 : 1987		
18	6768294	03-12-07	मेसर्स विजय लक्ष्मी इंडस्ट्रियस, सर्वे-99/ए, बडामहेशवर बिलेज, कोडंगलमंडल महबूबनगर जिला (ए पी)	53 ग्रेड के साधारण पोर्टलैंड सीमेंट (केवल ग्राइडिंग यूनिट के रूप में)	12269 : 1987		
19	6768904	05-12-07	मेसर्स ब्लूम इरिगेशन सिस्टमस प्रैक्ट लिमिटेड ए.आई.ई.पी. इंडस्ट्रियल एस्टेट सूरमपल्ली बिलेज गन्नाधरम मंडल कृष्ण जिला (ए पी)	सिंचाई उपस्कार-छलनी टाइप फिल्टर	12786 : 1989		
20	6768803	05-12-07	मेसर्स ब्लूम इरिगेशन सिस्टमस प्रैक्ट लिमिटेड ए.आई.ई.पी. इंडस्ट्रियल एस्टेट सूरमपल्ली बिलेज गन्नाधरम मंडल कृष्ण जिला (ए पी)	सिंचाई उपस्कार-एमिटर्स	13487 : 92	एफएडी	परिचालित
21	6771182	12-12-07	मेसर्स सुशीला बीवरेजेस हाऊस नं. 8-4-370/604 सुशीला टावर्स खजानगर, बोराबंडा, हैदराबाद	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543 : 04	एफएडी	परिचालित
22	6777497	24-12-07	मेसर्स के.के.एन. फूड्स एण्ड बीवरेजेस, संक्रान्तीपल्ली बिलेज के.जी. सतराम पोस्ट-517 42 बंगारुपालयम मंडल चित्तूर जिल्ला आंध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543 : 04	एफएडी	परिचालित

1	2	3	4	5	6	7	8
23.	677804	19-12-07	मेसर्स के.सी. राज्जा प्रोडक्ट्स नं. 25-353 एम.पी. वेंकटरामन रोड पल्लमनेर-517408 चित्तूर जिल्ला आंध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	एफएडी	परिचालित
24	6775291	20-12-07	मेसर्स श्री विष्णुवत्सा एंटरप्राइज डोर नं. 28/260 आकिर हुस्सीन नगर रोड, पेल्लूर, पेल्लूर जिल्ला आंध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	एफएडी	परिचालित
25.	6774895	10-12-07	एस एल एन एस इंडस्ट्रीज प्लाट नं. 7 प्लॉट 8 डोर नं. 1-4-255, गंगा नगर नियर एच एल सी कालोनी अनंतपुर आंध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	एफएडी	परिचालित
26	6772285	10-12-07	श्री साईं आलवा इंडस्ट्रीज पॉलिटेक्निक बिल्डिंग बागनपल्ली मंडल कर्नूल, आंध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	एफएडी	परिचालित
27.	6772487	10-12-07	गंगोत्री डिंकिंग वाटर, डोर नं. 13-165, कसापुपुन रोड मुटुकल मंडल अनंतपुर, आंध्र प्रदेश	पेकेजबंद पेय जल [पेकेजबंद प्राकृतिक मिनरल जल के अलावा]	14543:04	एफएडी	परिचालित

[सं. सी.एम.डी/13 : 11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 24th April, 2008

S.O. 945.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

S. No.	CML No.	Licensee Name & Address	GCL Date	IS No. & Product	Validity	Division	Status	Remark
1	2	3	4	5	6	7		
1.	6771283	P. Manohar Lal Jewellers 20-5-47 Shah-ali-Banda Hyderabad Andhra Pradesh 500002	10-12-07	IS 1417:1999 Gold and gold alloys, jewellery/ artefacts- fineness and marking-	11-12-2010	MTD	Operative	

1	2	3	4	5	6	7
2.	6771384	Vyshnavi Jewellers D. No. 16-3-138 Shroff Bazar Guntur Tenali Andhra Pradesh 522001	10-12-07	IS 1417:1999	11-12-2010 MTD	Operative
3.	6774289	Padam Shree Jewellers 7-2-386, Ashok Nagar 1st Floor Pot Market Hyderabad Secunderabad Andhra Pradesh 500003	18-12-07	IS 1417:1999	11-17-2010 MTD	Operative
4.	6774390	Akula Koteswara Rao & Son Jewellers 5-37-22, 4th Lane Brodipet Guntur Andhra Pradesh 522002	18-12-07	IS 1417:1999	17-12-2010 MTD	Operative
5.	6774592	Mahalakshmi Gold Palace D. No. 23-1-318 Gandhi Road Prakasam Ongole Andhra Pradesh 523001	18-12-07	IS 1417:1999	17-12-2010 MTD	Operative
6.	6774693	Prem Jewellery Mart 7-2-756, Pot Market Hyderabad Secunderabad Andhra Pradesh 500003	18-12-07	IS 1417:1999	17-12-2010 MTD	Operative
7.	6775089	Chhaganlal Jewellery B-1, Mayur Kushal Complex Gunfoundry Hyderabad Andhra Pradesh 500001	20-12-07	IS 1417:1999	23-12-2010 MTD	Operative
8.	6775392	Krishna Pearls & Jewellers 6-3-883/2/3, Near Topaz Building Punjagutta Hyderabad Andhra Pradesh 500082	20-12-07	IS 1417:1999	23-12-2010 MTD	Operative

1	2	3	4	5	6	7
9.	6775994	Siva Lalitha Jewellers D. No. 27-14-70, Dattatreya Complex Raja Gopalachari Street, Krishna Vijayawada Andhra Pradesh- 520002	20-12-07	IS 1417:1999	23-12-2010 MTD	Operative
			Gold and gold alloys, jewellery/ artefacts- fineness and marking-			
10.	6776091	K. K. Jewellers 7-2-847, Pot Market Hyderabad Secunderabad Andhra Pradesh- 500003	20-12-07	IS 1417:1999	23-12-2010 MTD	Operative
			Gold and gold alloys, jewellery/ artefacts- fineness and marking-			
11.	6776394	Srinivasa Jewellery Mart 27-16-110/1, Besant Road Governorpet Krishna Vijayawada Andhra Pradesh- 520002	20-12-07	IS 1417:1999	25-12-2010 MTD	Operative
			Gold and gold alloys, jewellery/ artefacts- fineness and marking-			
12.	6776685	Annamalaiyar Sankari Cements Pvt Ltd. No. 605/2D Chittapalai Road Pallur Village, Gudipala Mandal Chittoor Andhra Pradesh- 517132	06-12-07	IS 1489: Part 1:1991	09-12-2008 CED	Operative
			Portland pozzolana cement part 1 flyash based			
13.	6775897	Akula Koteswara Rao & Son Jewellers 5-37-22, 4th Lane Brodipet Guntur Andhra Pradesh- 522002	20-12-07	IS 2112:2003	23-12-2010 MTD	Operative
			Silver and Silver alloys, jewellery/ artefacts- fineness and marking-			
14.	6776491	Mahalakshmi Gold Palace D. No. 23-1-318 Gandhi Road Prakasam Ongole Andhra Pradesh- 523001	19-12-07	IS 2112:2003	17-12-2010 MTD	Operative
			Silver and Silver alloys, jewellery/ artefacts- fineness and marking-			
15.	6776495	Agarwal Foundries Rama Towers, TSK Chamber IInd Floor, 5-4-83 M.G. Road, Hyderabad Secunderabad Andhra Pradesh- 500003	10-12-07	IS 2830:1992	25-12-2008 MTD	Operative
			Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes			

1	2	3	4	5	6	7
16.	6776802	Redson Industries Pvt Ltd 32 KM, Narasapur Highway S.No. 178 & 179 Gagilapur Village Rangareddi Rangareddy District Andhra Pradesh	17-12-2007	IS 7285: Part I: 2004	25/12/2008 MED	Operative
				Refillable seamless steel gas cylinders - - part I : normalized steel cylinders		
17.	6778196	SS Industries Survey No. 317/1, Krishnapuram Village, C.K. Dinne (M), Engg. College (Post), Cuddapah Andhra Pradesh- 516003	19/12/2007	IS 12269: 1987	30/12/2008 CED	Operative
				53 grade ordinary portland cement		
18.	6768294	Vijay Lakshmi Industries 11-2-1069, Bazar Ghat Hyderabad Andhra Pradesh- 500004	03/12/2007	IS 12269: 1987	02/12/2008 CED	Operative
				53 grade ordinary portland cement		
19.	6768904	Bloom Irrigation Systems Ltd., 54-15-17 Srinagar Colony Vijayawada - 520 008 Krishna Vijayawada Andhra Pradesh- 520008	(P 05/12/2007	IS 12786: 1989	04/12/2008 FAD	Operative
				Irrigation equipment - polyethylene pipes for irrigation laterals		
20.	6768803	Bloom Irrigation Systems Lim ited 54-15-17, Srinagar Colony Ring Road Vijayawada - 520 008 Krishna Vijayawada Andhra Pradesh- 520008	(P 05/12/2007	IS 13487: 1992	04/12/2008 FAD	Operative
				Irrigation equipment - emitters		
21.	6771182	Susheela Beverages H.No.8-4-370/604, Susheela Towers Raj Nagar, Borabanda Rangareddi Hyderabad Andhra Pradesh	10/12/2007	IS 14543: 2004	11/12/2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)		
22.	6771497	K.K.N. Foods & Beverages Sankranthi Palli Village K.G. Sathram, Post Bangarupalayam Mandai Chittoor District - 517 427 Chittoor Sankranthi Palli Village Andhra Pradesh- 517427	24/12/2007	IS 14543: 2004	226-12-2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)		

1	2	3	4	5	6	7
23.	6777804	Jey Cee Aqua Products No.25-353 M.P.Venkatachalam Layout Palamaner - 517408 Chittoor District Chittoor Palamaner Andhra Pradesh 517408	19/12/2007 IS 14543 : 2004		30/12/2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)		
24.	6775291	Sri Vighneswara Enterprises D. No.28/260 Zakeerhussain Nagar Road Nellore Nellore District Nellore Andhra Pradesh	20/12/2007 IS 14543 : 2004		23/12/2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)—		
25.	6774895	SLNS Industries Plot No.7 & 8 D.No.1-4-255, Ganga Nagar Near HLC Colony Anantapur Andhra Pradesh 515001	10/12/2007 IS 14543 : 2004		18/12/2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)—		
26.	6772285	Sri Sai Aqua Industries Yagamipalle Village. Bangampalle Mandal Kurnool Andhra Pradesh	10/12/2007 IS 14543 : 2004		13/12/2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)—		
27.	6772487	Gangothri Drinking Water D.No.13-165, Kasapuram Road Guntakal Mandal Anantapur Andhra Pradesh	10/12/2007 IS 14543 : 2004		13/12/2008 FAD	Operative
				Packaged drinking water (other than packaged natural mineral water)—		

[No. CMD/13 : 11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 25 अप्रैल, 2008

क्र.आ. 946.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिस्तुति करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (को) की संख्या , वर्ष और सीमांक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	10322 (भाग 5/खंड 3) : 1987	4, नवम्बर 2007	17 अप्रैल 2008

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जाफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, बृहन्नगर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ : ईटी 24/टी-76]

पी. के. मुखर्जी, वैज्ञा. एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 25th April, 2008

S.O. 946.— In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued:

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 10322 (Part 5/Sec 3): 1987 Specification for Luminaires: Part 5 Particular Requirements, Section 3 Luminaires for Road and Street Lighting	4, November 2007	17 April 2008

Copies of this Amendment are available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi - 110 002 and Regional Offices: Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: ET 24/T-76]

P. K. MUKHERJEE, Scientist 'F' & Head (Elec. Tech)

दिल्ली, 28 अप्रैल, 2008

का.आ. 947.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, स्वीकृत कर दिए गए हैं :-

अनुसूची

फरवरी 2008 में स्वीकृत किये गये लाइसेंस

क्रम सं.	लाइसेंस संख्या	लाइसेंसी का नाम व पता	उत्पाद का नाम तथा आई एस नंबर	लाइसेंस स्वीकृत करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	7819694	ज्योजि पावर ट्रांसमिशन प्रा. लि., मातृ ज्योजि ग्राउंड फ्लोर, एगो पेट्रोल पम्प के सामने, रामजी मंदिर के पीछे, गोंडल, अहमदाबाद	एलुमिनियम कंडक्टर फार ओवरहेड ट्रांसमिशन परपस आई एस 398 (पार्ट 2): 1996	13-2-2008
2.	7818187	सोनी जयदेवकुमार शांतिलाल, 131, सुपरमाल, नवरंगपुर टेलिफोन एक्सचेंज के पास, सी जी रोड लाल बंगला के पास, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	1-2-2008
3.	7818490	श्री महाकाली ज्वेलर्स, 7/1492 अश्ववास स्ट्रीट, पुरनमाला मंदिर के पास, मलेसाई नवसारी 396445	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	4-2-2008

(1)	(2)	(3)	(4)	(5)
4.	7818591	चोकली मुलचंदभाई शंकरदास पटेल शाक मार्केट के पास, गांधी चौक, पी ओ डीसा, बनसकांठ-385535	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	4-2-2008
5.	7820376	धनसुरी ज्वैलर्स, 108 नेशनल प्लाजा, लाल बंगला के पास, सी जी रोड, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	15-2-2008
6.	7820477	सोनी विनोद चंद्रा, नटवरलाल, 3/539, चोकली बाजार, पी ओ पेटलाड, डिस्ट्रिक्ट आनंद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	15-2-2008
7.	7820578	सुवर्णदीप ज्वैलर्स, 135 मंगीरल काम्प्लेक्स, गौव बिजापुर, मेहसाणा-382870	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	15-2-2008
8.	7820679	शोभाशाल ज्वैलर्स, एट कृष्ण शरीनाका, कप्रोलिया पोल, एम जी रोड, मांडवी, बड़ोदरा-390001	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	15-2-2008
9.	7822077	दीवा ज्वैलर्स, 41, सरदार पटेल मार्केट, मंसा, ता मंसा, गांधीनगर	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417:1999	19-2-2008
10.	7822178	गांडालाल रंजीभाई तथा सन्स, प्लॉट नंबर 80/81, अरिहंत काम्प्लेक्स, कटारगाम दरवाजा, कुबेरनगर 1, स्वामीनारायण मंदिर के पीछे, सुरत	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 :1999	19-2-2008
11.	7822279	दिनेशचंद्र नटरमलाल सोनी, आजाद चौक, जालीड-390519 बड़ोदरा	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 :1999	19-2-2008
12.	7822380	श्री महालक्ष्मी ज्वैलर्स, 11, कृष्ण एस्टेट, कृष्णानगर रोड, सैनपुर बोधा, अहमदाबाद	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 :1999	19-2-2008
13.	7823584	श्री जसुभाई ज्वैलर्स, जी 13, पनोरमा काम्प्लेक्स, आर सी एत रोड, अलकापुरी, बड़ोदरा	स्वर्ण एवं स्वर्ण मिश्र धातुओं के आभूषणों/शिल्पकारी शुद्धता एवं मुहरांकन आई एस 1417 :1999	25-2-2008
14.	7821479	हैली प्लास्ट इंडस्ट्रीज (पुराना) 17/18, निर्माण इंडस्ट्रीज एस्टेट, फुलपाडा, रमशान गृह के सामने, ए के रोड, सुरत	पी वी सी ईसुलेटिड कंचल (एच डी). आई एस 1554 (पार्ट 1):1988	18-02-2008

(1)	(2)	(3)	(4)	(5)
15.	7823281	स्पीस फ्लेमिङ्ग कंट्रोल गीयर प्रा. लि., ए-203, भद्रालोक, ओल्ड पादरा रोड, वडोदरा	फ्लेमिङ्ग एनर्जीलैरस फार इलेक्ट्रिकल एपरेटस आई एस 2148:2004	22-02-2008
16.	7822582	ऑविका प्लास्टिक इंडस्ट्रीज प्लॉक नंबर 794/1, पोस्ट वडसर, ता कलोल	यू पी वी सी पाईप फार पोरेबल पांटर सप्लायस आई एस 4985:2000	20-2-2008
17.	7817993	जिबल इंजिनियरिंग, 6, राजकमल एस्टेट, कुबेश्वर महादेव के पीछे, जी डी हाई स्कूल रोड के पास, सैजपुर बोधा, नरोडा रोड, अहमदाबाद	सबमर्सिबल पम्पसेट आई एस 8034:2002	01-02-2008
18.	7823483	राफेट बुड इंडस्ट्रीज 55, जी आई डी सी, खेरालू रोड, विसनगर मेहसाणा	कनडयूट फार इलेक्ट्रिकल इंस्टालेशन 95371 पाट 3: 1983	25-02-2008
19.	7819593	श्री निलोमकर इंडस्ट्रीज ए-10, प्रकाश एस्टेट, रीटर नगर के पास, वसुधल रोड, अमराई वाडी, अहमदाबाद	ओपनवैल सबमर्सिबल पम्पसेट आई 14220: 1994	13-02-2008
20.	7823786	ईश्वरकृपा इंडस्ट्रीज, 24, करुणासागर एस्टेट, सोनिया सिरागिबस के सामने, अगिल स्टार्च रोड, नरोडा रोड, अहमदाबाद	ओपनवैल सबमर्सिबल पम्पसेट आई 14220: 1994	28-02-2008
21.	7819896	नीरव एंटरप्राइसिस, सरसवती सोसाइटी नगर, पंचवटी कलोल, गांधीनगर	पैकजबंद पेयजल आई 14543: 2004	14-02-2008
22.	7821681	राज एंटरप्राइसिस, ए/25/117, कृष्णा इंडस्ट्रियल एस्टेट, गोरवा इंडस्ट्रियल के सामने, गोरवा रोड, वडोदरा-390016	पैकजबंद पेयजल आई 14543:2004	19-02-2008
23.	7821782	हिमजल, एल एस नंबर 136, (पैकी) रेखियाना, अहमदाबाद	पैकजबंद पेयजल आई 14543:2004	19-02-2008
24.	7822481	एस पी इंडस्ट्रीज बी 12, गोल्डन ट्रायंगल, बैठक पेट्रोल पम्प के पास, देवी मल्टीपलैक्स के पीछे, एन एच नंबर 8, नरोडा, अहमदाबाद	पैकजबंद पेयजल आई 14543:2004	19-02-2008

[सं. सी एम डी/13:11]

ए. के. तलवार, उप महानिदेशक (मुहर)

New Delhi, the 28th April, 2008

S.O. 947.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following Schedule :

SCHEDULE

LICENCE GRANTED FOR THE MONTH OF FEB., 2008

S. No.	Licence No.	Licensor Name	Product & IS No.	Date of GOL
1	2	3	4	5
1.	7819694	Jyoti Power Transmission Pvt. Ltd. Matru Jyot, Ground Floor Opp Agro Petrol Pump, Behind Ramji Mandir Gondal, Ahmedabad	Aluminium conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel reinforced 398(Pl.2): 1996	13-2-2008
2.	7818187	Soni Jayendra Kumar Shantilal, 131 Supermall Nr Navrangpura Telephone Exchange, C. G. Road, Near Lalbunglow, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	1-2-2008
3.	7818490	Shree Mahakali Jewellers 7/1492, Athwas Street, Near Purnamata Temple Malesai Navsari-396445	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	4-2-2008
4.	7818591	Choksi Mulchadbhai Shankardas Patel Near Shak Market Gandhi Chawk, PO Deesa Dist. Banaskantha-385535	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	4-2-2008
5.	7820376	Dhanusi Jewellers 108 National Plaza Opp. Lal Bunglow, C.G. Road, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	15-2-2008
6.	7820477	Soni Vinod Chandra Narvarlal, 3/539 Choksi Bazar, P. O. Petlad, Dist. Anand	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	15-2-2008
7.	7820578	Suvarnadeep Jewellers 135, Manirajna Complex Village: Vijapur Distt. Mahesana-382870	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	15-2-2008
8.	7820679	Shobhalal Jewellers At Krishna Sherinaka Karoliya Pole, M.G. Road Mandvi, Vadodara-390001	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	15-2-2008
9.	7822077	Diva Jewellers 41, Sardar Patel Market Mansa, Ta Mansa Dist. Gandhinagar	Gold and Gold Alloys, Jewellery/Artefacts-Fineness and Marking IS 1417: 1999	19-2-2008

1	2	3	4	5
10.	7822178	Gandatal Panjibhai & Sons Plot No. 80/81 Arihant Complex Katargam Darwaja Kubernagar-1 Behind Swaminarayan Temple Surat	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	19-2-2008
11.	7822279	Dinesh Chandra Natvarlal Soni Azad Chowk Jarod-390519 Dist. Vadodara	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	19-2-2008
12.	7822380	Shree Mahalaxmi Jewellers 11, Krishna Estate Krishna Nagar Road Saijpur Bogha, Ahmedabad	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	19-2-2008
13.	7823584	Shree Jasubhai Jewellers G-13, Panorama Complex R. C. Dutt Road, Alkapuri Vadodara	Gold and Gold Alloys, Jewellery/Artefacts- Fineness and Marking IS 1417: 1999	25-2-2008
14.	7821479	Helly Plast Industries (Old), 17/18- Nirman Industries Estate Fulpada, Opp. Smashan Gruh, A. K. Road, Surat	PVC Insulated Cables (HD) IS 1554(Pl.I): 1988	18-2-2008
15.	7823281	Spece Flameproof Control Gears Pvt. Ltd., A/203, Bhadraklok, Old Padra Road, Vadodara	Flameproof Enclosures for electrical apparatus IS 2148: 2004	22-2-2008
16.	7822582	Ambica Plastic Industries Block No. 794/1, Post: Vadsar, TA : Kalol	UPVC Pipes for Potable Water Supplies IS 4985: 2000	20-2-2008
17.	7817993	Jinal Engineering 6, Rajkamal Estate, B/H, Kubereshwar Mahadev, Near G. D. High School Road, Saijpur Bogha, Naroda Road, Ahmedabad	Submersible Pumpsets Specification IS 8034:2002	1-2-2008
18.	7823483	Rocket Wood Industries 55, GIDC Kheralu Road Visnagar, Mehsana	Conduits for Electrical Installation 9537: Part 3: 1983	25-2-2008
19.	7819593	Shree Niloskar Industries A/10 Prakash Estate NR, Rita Nagar Vastral Roadanaraiwadi Ahmedabad	Openwell Submersible Pumpsets IS 14220: 1994	13-2-2008

1	2	3	4	5
20.	7823786	Iswharkrupa Industries 24, Karunasagar Estate Opp Soniya Ceramic Anil Starch Road Naroda Road Ahmedabad	Openwell Submersible Pumpssets IS 14228:1994	28-2-2008
21.	781896	Nirav Enterprises, Saraswati Soc nagar Panchvati, Kalol, Gandhinagar	Packaged Drinking Water IS 14543:2004	14-2-2008
22.	7821681	Raj Enterprises, A/25/117, Krishna Indl. Estate, Opp. Gorwa Ind. Estate, Gorwa Road, Vadodara-390016	Packaged Drinking Water IS 14543:2004	19-2-2008
23.	7821782	Hinjal L. S. No. 136 (Paiki), Rakhiyana Ahmedabad	Packaged Drinking Water IS 14543:2004	19-2-2008
24.	7822481	S. P. Industries B/12, Golden Triangle NR. Bothak Petrol Pump B/H Devi Multiplex N. H. No. 8 Naroda Ahmedabad	Packaged Drinking Water IS 14543:2004	20-2-2008

[No. GMD/13:11]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 28 अप्रैल, 2008

क्र.आ. 948-भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम (5) के तब नियम (6) के अनुसार में भारतीय मानक ब्यूरो एतद्वारा अधिवृद्धित करता है कि निम्न विवरण वाले लाइसेन्सों को उनके आगे दर्शायी गई तारीख से रद्द (Cancelled) कर दिया गया है :-

अनुसूची

क्रम सं.	लाइसेंस नं.	लाइसेन्सधारी का नाम व पता	लाइसेन्स के अंतर्गत वस्तु/प्रकार से संबंधित भारतीय मानक का शीर्षक व संबंधित मा. म.	रद्द करने की तिथि
फरवरी 2008				
01	8696511	मैसर्स आर. एस. इण्डस्ट्रीज (रोलिंग मिल्स) लिमिटेड ए-241-242, रोड नं. 6 डी विरकमा औद्योगिक क्षेत्र जबपुर-302 013 (राजस्थान)	आईएस 8500:1991 स्ट्रक्चरल स्टील- याइक्रोअलायड (मोनोमैक्स एण्ड हाई स्ट्रेन्थ क्वालिटीज)	26-1-2008

[सं. सी.एम.डी./13:13]

ए. के. तलवार, उप महानिदेशक (गुण)

New Delhi, the 28th April, 2008

S.O. 948.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards, hereby notifies that the licence (s) particulars of which is/are given below has/have been Cancelled with effect from the date indicated.

SCHEDULE

S.I. No.	Licence No. (CML-)	Name and Address of the Licensee	Article /process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
(1)	(2)	(3)	(5)	(6)
Feb 2008				
01	8696511	M/s. R. S. Industries (Rolling Mills) Ltd. A-241-242, Road No. 6D Vishwakarma Industrial Area Jaipur -302 013 (Rajasthan)	IS 8500: 1991 Structural Steel-Microalloyed (Medium & High Strength Qualities)	26-1-2008

[No. CMD/13:13]

A. K. TALWAR, Dy. Director General (Marks)

नई दिल्ली, 28 अप्रैल, 2008

का. आ. 949.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के नियम (4) के उप नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेन्सों, के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिये गए हैं :-

अनुसूची

क्रम सं.	लाइसेंस नं.	बालू तिथि	लाइसेन्सधारी का नाम व पता	भारतीय मानक का शीर्षक व संबंधित भारतीय मानक
1	2	3	4	5
फरवरी 2008				
01.	8909094	30-1-2008	मैसर्स ओसवाल केबल्स प्रा. लि. 139, औद्योगिक क्षेत्र, झोटवाडा जयपुर- 302 012 (राजस्थान)	398 (भाग 4) : 1994 एएएसी
02.	8909195	30-1-2008	मैसर्स ईश्वर मैटल इण्डस्ट्रीज एफ-79 बी, रोड नं. 6 विश्वकर्मा औद्योगिक क्षेत्र जयपुर- 302 013 (राजस्थान)	398 (भाग 4) : 1996 एसीएसआर
03.	8909603	30-1-2008	मैसर्स मोहित पोलीटेक प्रा. लि. एफ- 139, रोड नं. 6 रीको औद्योगिक क्षेत्र, बिन्दायका जयपुर (राजस्थान)	14151 (भाग 1) : 1999 पीई पाइप्स फॉर फ्लिकलर सिस्टम्स

1	2	3	4	5
04.	8910887	6-2-2008	मैसर्स सैटेलाइट केबल्स प्रा. लि., एफ-626, औद्योगिक क्षेत्र, फेज-1, भिवाडी-301 019 जिला-अलवर (राजस्थान)	1554 (भाग 1) : 1988 पैवीसी इन्सुलेटेड (एचडी) केबल्स
05.	8911586	19-2-2008	मैसर्स अशोक ज्वैलर्स, 246, जोहरी बाजार, जयपुर-302 003 (राजस्थान)	1417 : 1999 स्वर्णपूवर्ण पर हॉलमार्किंग
06.	8911889	22-2-2008	मैसर्स जय जगदीश ज्वैलर्स, शॉप नं. 315, जोहरी बाजार, जयपुर -302 003 (राजस्थान)	1417 : 1999 स्वर्णपूवर्ण पर हॉलमार्किंग

[सं. सी.एम.डी./13:11]

ए. के. तलवार, उपमहासचिव (मुख्य)

New Delhi, the 28th April, 2008

S.O. 949.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following Schedule.

SCHEDULE

Sl. No.	Licence No. (CM/L-)	Operative Date	Name and Address of the Licensee	Article/Process Covered by the licences and the relevant IS: Designation
(1)	(2)	(3)	(4)	(5)
Feb 2008				
01.	8909094	30-1-2008	M/s. Oswal Cables Private Limited, 139, Industrial Area, Jhotwara, Jaipur-302 012 (Rajasthan)	398 (Part 4): 1994 AAAC
02.	8909195	30-1-2008	M/s. Ishwar Metal Industries, F-79 B, Road No. 6, Vishwakarma Industrial Area, Jaipur-302 013 (Rajasthan)	398 (Part 2): 1996 ACSR
03.	8909603	31-1-2008	M/s. Mohit Polytech Pvt. Ltd., F-139, Road No. 06, RICO Industrial Area, Bidayaka, Jaipur (Rajasthan)	14151 (Part 1): 1999 PE Pipes for Sprinkler Systems
04.	8910887	6-2-2008	M/s. Satellite Cables Private Limited, F-626, Industrial Area, Phase-1, Bhiwadi-301 019 Distt. Alwar (Rajasthan)	1554 (Part 1): 1988 PVC Insulated (HD) Cables
05.	8911586	19-2-2008	M/s. Ashoka Jewellers, 246, Johari Bazar, Jaipur-302 003 (Rajasthan)	1417: 1999 Hallmarking of Gold Jewellery
06.	8911889	22-2-2008	M/s. Jai Jagdish Jewellers, Shop No. 315, Johari Bazar, Jaipur-302 003 (Rajasthan)	1417: 1999 Hallmarking of Gold Jewellery

[No. CMD/13:11]

A. K. TALWAR, Dy. Director General (Marks)

अम एवं रोजगार मंत्रालय

नई दिल्ली, 7 अप्रैल, 2008

का.अ. 950.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल पोल्ट्री ब्रिडिंग फॉर्म के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/अम न्यायालय नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 591/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-4-2008 को प्राप्त हुआ था।

[सं. एल-42011/23/93-आई आर (डी.यू.)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 7th April, 2008

S.O. 950.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 591/2005) Central Government Industrial Tribunal-cum-Labour Court, No.II, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Poultry Breeding Farm and their workman, which was received by the Central Government on 07-04-2008.

[F.No.L-42011/23/93-IR(DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, SECTOR 18-A, CHANDIGARH

PRESIDING OFFICER: SHRI KULDIP SINGH

CASE I.D. No. 591/2005

Registered on: 23-8-2005

Date of Decision: 14-3-2008

Harnek Singh and Ors. care of General Secretary, Central Poultry Breeding farm workers Union, Chandigarh

.....Petitioner

Versus

Central Poultry Breeding Farm, Industrial Area, Chandigarh.

.....Respondent

APPEARANCE

For the Workman: Mr. Madan Mohan, Advocate

For the Management: Mr. K.K.Thakur, Advocate

AWARD

Government of India, Ministry of Labour vide their order No: L-42011/23/93-IR(DU) dated nil referred the following dispute for the adjudication of this Tribunal and

the same was registered as I.D. No 42 of 1993 on 30-11-1993. On the transfer of the case to this Tribunal, it was received and registered as I.D. 591 of 2005 on 23rd of August, 2005. It reads as under:

"Whether the action of the Management of Central Poultry Breeding Farm, Chandigarh in not paying overtime allowance at the rate of 6(six) hours per week for the work, alleged to have been done by 104 (one hundred four) workers, members the Union (as per list attached) for the period 17-11-86 to 31-12-91 to the tune of 46 (forty six) hours in excess of specified 40 (forty) hours on an average in a week is legally just & Valid? If not, then to which relief, these workmen are entitled to and from which date?"

On getting notice of the reference the parties appeared through their counsel and filed their pleadings in the shape of statement of claim, written statement and rejoinder. One of the workmen, Mithu Ram and Shri J.N. Vora, Director of the Management appeared as witnesses who were cross-examined by the opposite party. The parties also placed on record a number of documents and also argued in the matter. The workman even filed written arguments.

The claim of the Petitioner Union is that the workers as detailed in the reference are working for the management and they were earlier working under the control of the Union Territory Administration, Chandigarh, but later on they came under the control of Ministry of Agriculture, Department of Diary, Government of India. That during the period from 31st of December 1991 and even before that, they were working for the management from 8.00am to 1.00pm and from 2.00 pm to 5.00pm. On the recommendation of the 4th Pay Commission, the Central Government switched over to 5 days a week w.e.f 1st January 1986. However, the workers were required to work from 8.00am to 5.00pm with only second Saturday and Sunday off. The office of the poultry farm worked from 10.00am to 5.00pm with second Saturday off. Thus the workmen served the management for 56 hours a week against the prescribed 40 hours a week. The workers approached the Central Administrative Tribunal and during the pendency of their petition the Management issued order dated 03-01-1992 effective from 06-01-1992 as a result of which the petition of the workers was withdrawn with the liberty to file fresh one. The petitioners are claiming over time of 6 hours a week for 266 weeks for the period 17-11-1986 to 31-12-1991. It is further their claim that although the Management has conceded the claim of the workman on paper, but for want of clearance from the Ministry, they are not paying the arrears to the workman; that the workmen are engaged in maintaining very costly livestock, therefore, they are required to work overtime; and that in the departments like Horticulture, the workers are paid overtime at double the rate of ordinary wages. Therefore, the workers too are entitled thereto. The petitioners have prayed for passing the award in their favour.

The claim of the workmen has been opposed by the Management. It is claimed by them that the Management being an office of the Government of India is not an industry, therefore, not subject to the provisions of Industrial Dispute Act, 1947, hereinafter to be referred to as 'Act'. According to them the Management organization was taken over by Government of India from the Chandigarh Administration from 1st of April, 1973 for Poultry Breeding Programme for broiler production with the objective of improving different economic traits of paroline. The poultry products of the Management are being supplied to the farmers on no profit no loss basis. Moreover, the workers are governed by Central Government rules and, therefore, they do not fall within the ambit of the Act and rules made there under. On merits, it is the claim of the management that the workers named are not the workmen as they are employees of Central Government governed by Civil Service Rules. It is admitted by them that the Central Poultry Breeding Farm, Chandigarh is a Live Stock Farm in which the working hours are being kept flexible from 40 to 46 week considering the work load; and that the range of working hours do not attract any over time allowance or financial benefits as per the financial rules.

Contesting the claim of workmen about the working hours, it is stated by the Management that the Administrative staff of the Management at Chandigarh is working from 9.50 am to 5 pm with half an hour lunch break from 1.30pm to 2.00. They have denied that the working hours in the Management farm were from 10 AM to 5 PM. It is further claimed by them that so as to maintain cordial relations with the workers and in good faith the working hours were re-adjusted vide order No CPBF/CH/Estt-31/91/24-33 dated 3rd of January, 1992. Under that arrangement the workmen were to perform their duties from 9 am to 5 pm with one hour lunch break from 1 P.M to 2PM and 15-20 minutes tea break. In case work load increased the working schedule was to be from 8 am to 1 pm and from 2pm to 5 pm with one hour lunch break and in view of exigencies of Government work and it being a live stock farm, the working hours could vary from 40 to 46 hours a week under six days working pattern. The over time could be calculated only on day's basis and not on weekly basis and one hour extra working did not entitle for financial remuneration. The Management has deployed sufficient staff to safe guard the costly live stock and no one was put to over time work. For ganna holidays, compensatory leave was given. In Public works department, claimed by the Management, the benefit of overtime was given to work charged and master roll workers and not to regular employees who enjoyed all the benefits under CCS rules. Among the claimants 25 are group 'C' employees and rest group 'D' employees. The petitioners are therefore not entitled to over time allowance.

In the rejoinder the workmen have claimed that they are governed by circulars, annexure A-3 to A-5, as all the

rules and regulations of Central Government are applicable to them and so they are entitled to overtime allowance for the period 17th of Nov, 1989 to 31st of Dec, 1991. They also further claimed that during the aforesaid proceedings the management conceded that the workmen were asked to work for more than the prescribed number of hours and they worked for 6 days a week and that as a result of conciliation in the proceedings the Management had issued the memo dated 3rd of January, 1992 bringing down the working hours to 40 from 46 per week.

I have gone through the file and have also considered the arguments made by the counsel for the parties.

Before examining the claim of the parties on merits, it is required that the preliminary objections raised by the Management are considered first. The main preliminary objection of the Management is that they being an office of Government of India, engaged to improve different economic traits of paroline through a scientific selection and breeding programme and engaged in similar other activities, is not an industry. It is further their claim that since the Management is not engaged in commercial activity and the poultry products developed by them are supplied to the poultry farmers on no profit no loss basis, therefore, they are not an industry. The other claim of the Management is that since the workmen are Central Government employees and their services being governed by Central Government rules and regulations, therefore, they are not workmen. For these reasons the reference is not maintainable and should be dismissed. I see no merit in the preliminary objections raised.

Hon'ble Supreme Court of India in the case of Bangalore Water Supply and Sewerage Board Versus Rajappa, reported as 1978 Lab IC 778 accepted the definition of "Industry" as given by it in an earlier case known as Bansi Ji's case reported as AIR 1953 Supreme Court 28 wherein it was held that "where there is systematic activity, organized by co-operation between employer and employee for the production and/or distribution of goods and services calculated to satisfy the human wants and wishes, prima facie there is an industry". Their lordships further held that the absence of profit motive or gainful objective is irrelevant, be the venture in public, joint, private or other sector. The true focus is functional and the decisive test is the nature of the activity, with special emphasis on the employer and employee relations. In the line of the decision of the Apex Court the Management has no basis to claim that they are not an industry as from their pleadings only it is clear that they are engaged in the Poultry Breeding programme for broiler production. They have also admitted that the workmen are engaged to take care of very costly live stock. So the working of the management thus being done by systematic activity organized by co-operation between the employer and employees. It is irrelevant that the project was being funded by a

department of Government of India. Punjab and Haryana High Court in the case of Bhag Singh and another versus Deputy Director, Animal Husbandry and another reported as 2005 (1) RSJ 211 has held that the said department is an industry. The management, therefore, is an industry. It is also now well settled that a government employee who falls within the definition of a workman under the Act even if governed by Civil Service Rules is a workman. Thus I find no merit in the preliminary objections of the Management and the same are rejected.

The main claim of the workmen as made out by them in paragraph No. 4 of their statement of claim is that during the period 17th of Nov. 1986 to 31st of Dec. 1991 they had worked for the Management from 8 AM to 1 PM and then from 2 PM to 5 PM with second Saturday and Sundays off as rest days whereas on the recommendations of 4th Pay Commission the Central Government had switched over to five days a week with daily working hours from 9 AM to 5 PM w.e.f. 1st of January, 1986. Thus the workmen were made to work for fifty four hours per week against the prescribed limit of forty hours per week. Their further claim is that they had filed petition before CAT and during the pendency of said petition the Management issued order dated 3rd of January, 1992 made effective from 6th of January, 1992, thereby admitted the claim of the workmen. In view of that order the petition before the CAT was withdrawn. Their further claim is that in other regular establishments of Government of India like CPWD, Horticulture, the field staff is paid overtime at double the ordinary rates of wages. The workmen are claiming overtime for 6 hours per week for 266 weeks for the period 17th of Nov. 1986 to 31st of Dec. 1991.

The Management has contested this claim of the workmen. According to them all Central Government Offices at Chandigarh work from 9 AM to 5.30 PM where five days a week is prevalent whereas the administrative staff of the management works from 9.50 AM to 5 PM with half an hour lunch break and 1.30 to 2 PM. Denying the knowledge of any petition having been filed by the workmen, it is stated by them that in view of the demand of workers unions, the working hours were re-adjusted vide order CPBF/CH/Estt-31/91/24-33 dated 3-1-1992 subject to approval by the Government. By virtue of that order the workmen were required to work from 9 AM to 5 PM with one hour lunch break from 1 PM to 2 PM. They were also allowed 15-20 minutes tea break. However, if the work load increased the workmen were required to work from 8 AM to 1 PM and from 2 PM to 5 PM with one hour lunch break. The working hours thus varied from 40 to 46 hours a week under six days working pattern. However, working for one hour in a day could not entitle them for financial remunerations as per government standing instruction as they were engaged in live stock farm. The overtime allowance could begin only after having worked for more than one hour extra. Moreover,

the calculation of over time could be done only on day's basis and not on week's basis. It is further their claim that the Management had deployed sufficient staff and no workman was made to work overtime. For gazette holidays compensatory leave was given to the workmen. Commenting upon the circular of CPWD employees it is their case that the overtime in that department was given to work charged staff/muster roll workers for working on Sundays and on their rest day and that, benefit was not available to regular employees who were enjoying all benefits under CCS rules. The workmen being permanent government employee, thus are not entitled to that relief. Moreover, the circulars of other departments, issued in different circumstances could not govern the working of the workmen.

I have considered the rival contentions of the parties. On record I find letter No. 37-15/85 LDH dated 24th of Oct., 1985 issued by the Ministry of Agriculture and Rural Development, New Delhi. By virtue of the said letter the Central Poultry Breeding Farms were required to follow the practice of six days a week with second Saturday as holiday as the five days a week scheme was applicable only to civil administrative offices whose functions were broadly of Secretariat in nature. The Management has categorically denied that the workmen had served for 54 hours per week during the period in question. They have thus denied not only the entitlement of the workmen for overtime remunerations but also the fact that the workmen in fact had worked for overtime, beyond their prescribed working hours. It is claimed by the Management that they had deployed sufficient staff in their farm keeping in mind the costly live stock and there was no necessity for the workmen to work overtime. In support of their claim made in paragraph 7 of their claim petition, that the Management has already conceded their demand on paper but they are unable to meet the same pending clearance from Ministry, the workmen have placed on record no documentary or other evidence except the report of failure of conciliation made by ALC@, Chandigarh dated 21st of June, 1993 which is not a substantive piece of evidence and is only his opinion. On what basis the Conciliation Officer came to the conclusions that the workmen had served the Management for 46 hours a week, is not shown as the report is not accompanied by any evidence nor the workmen have produced that evidence in the case. In his statement, before this Tribunal, Mithu Ram, one of the workmen who appeared as witness in the case could also not elicit any evidence to show that the workmen had worked for the Management beyond the prescribed hours of their duty; and that the workmen if worked overtime were entitled to overtime remunerations as were paid to the workmen in CPWD and Horticulture Departments of Government of India. In order to get parity in pay on the principle of "equal pay for equal work", the workmen were required to show that the work done by the petitioners was similar to that performed by

the employees of CPWD and Horticulture Department. They have failed to show that.

After going through the entire record of the file I am of the opinion that the workmen have failed to show that they had worked overtime for six hours a week for 266 weeks from 17th of Nov., 1986 to 31st of Dec., 1991 for the management and so they are entitled to overtime remunerations for that working at double the rates of ordinary wages. In my opinion the workmen are not entitled to any relief. The reference is answered against them and the award is passed.

Let a copy of this award be sent to the appropriate government for necessary action and the file be consigned to records after due completion.

KULDEEP SINGH, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2008

क्र.सं. 951.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की अनु 17 के अनुसार मैं, केन्द्रीय सरकार द्वारा बैंक के प्रबंधन के संबंध में केन्द्रीय सरकार के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार/समस्या का न. II, मुंबई के संघ (सेन संघ 2/68/2001) को प्रकाशित करने है, के केन्द्रीय सरकार को 7-4-2008 को प्राप्त हुआ था :

[सं. एल-12012/17/2001-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 951.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref.2/68/2001 of the Cent. Govt. Indus. Tribunal—cum—Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Dena Bank and their workmen, received by the Central Government on 7-4-2008

[F.No.L-12012/17/2001-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT

A. A. LAD,

PRESIDING OFFICER

REFERENCE No. CGIT-2/68 OF 2001

Employers in Relation to the Management of
DENA BANK

1st Party

The Assistant General Manager,
Dena Bank, Thane Region,
Ganesh Bhavan, 2nd floor,
Swami Gyan Jivandeo Marg,
Dadar, Mumbai 400 004.

And

Their Workmen

2nd Party

Ashraf Yunus Shaikh,
P.O. Gopaldas Road, Near D.K. High School,
P.O. : Chinchani, Taluka Dahisar,

THANE 401 503.

APPEARANCE

For the Employer : Mrs. Nandini Mission,
Advocate

For the Workmen : Mr. Umesh Nekar,
Advocate,

Date of reserving Award: 23rd October, 2007.

Date of passing of Award: 14th December, 2007.

AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order No. L-12012/17/2001-IR(B-II) dated 10th May, 2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of Dena Bank, Mumbai by terminating Shri Ashraf Yunus Shaikh from the services of the Bank w.e.f. 20-4-1999 and refusal to treat him as a permanent employee of the bank w.e.f. 8-9-1986 is justified and proper? If not, then what relief the workman is entitled to?"

2. To support the subject matter referred in the reference, the Statement of Claim is filed by the concerned Workman at Exhibit 7 making out the case that, he joined the 1st Party as a Sepoy on 8th September, 1986 at Chinchani village where 1st Party has its Branch. He was asked to work in place of a permanent Sepoy employed by the said Chinchani Branch. That time there were 2 Sepoys employed at Chinchani Branch. After joining as a Sepoy, concerned Workman was doing his duties sincerely, honestly and diligently to the utmost satisfaction of his superiors. The other permanent Sepoy who was working at Chinchani Branch was promoted as a Clerk and the concerned Workman was the only Sepoy performing and duties of 2 Sepoys. He was having the knowledge of Marathi, Hindi and Gujarati language. He was also in a position to write English. Looking to his sincere work and interest, he was appreciated by his superiors. He was permitted to work till 1998 on that post. However without confirming him in the employment or taking him as a permanent employee, he was asked not to report on duty w.e.f. 1998.

3. According to second party, workman, he worked for more than 240 days. His case is that he worked for more than 282 days in each year between 1986 to 1998. Looking to his sincere work Branch Manager by letter dated 26-5-90 his name was recommended to Regional Office to regularize him in services and the concerned Branch Manager brought to the notice of the regional office the need of the Bank as well as the sincere work done by the concerned workman. Since he was working there for more than three calendar years and is entitled for employment as a regular employee of the First Party, there was no response from the Regional Office to the letter of the Branch Manager dated 26-5-90. Another letter of recommendation dated 3-11-90 was sent. Though he was constantly recommended by the Branch Manager looking to his work and sincerity, he was not continued in the employment of the First Party and after waiting for two years, Branch Manager of the First Party by his letter dated 27-2-92 recommended to the Regional Office, that, the post is vacant and concerned workman having worked for more than 240 days can be regularized in that post. However heed, was given to the recommendation of Branch Manager and no steps were taken by the Regional Office to regularize Second Party workman in the employment of the First Party. As no replay was given the Second Party, concerned Workman by his letter of July, 1993 approached the Branch Manager and requested him to consider his grievances. On that also the Branch Manager made correspondence with the Regional Office which was not considered by the Regional Office. No communication was made by the Regional Office with the Branch Manager and to the concerned workman, so notice dated 1-7-97 was given by the concerned workman through his Advocate. Then by letter dated 3-10-97 for the first time First Party informed to Advocate that, Second Party cannot made permanent in the employment of the First Party.

4. According to Second Party, since he worked for more than 12 years continuously and though Branch Manager was recommending his name time and again to make him permanent in the employment of the First Party, no decision was taken by the superiors. Said attitude of the First Party is nothing but not permitting concerned workman to enjoy rights permanently with first party. As a result of that concerned workman is unable to continue his duty and enjoy his protection given which he got by working with the First Party for more than 240 days in every calendar year. So he prayed that, the decision taken by the First Party in not permitting Second Party to work from April, 1999 be declared null and void and direct First Party to reinstate Second Party with benefits of back wages and continuity of service.

5. This is disputed by the 1st Party by filing Written Statement at Exhibit 9 making out the case that, Reference in the present form is not maintainable before this Tribunal. There was no termination. Second Party was working on temporary basis. He was never made permanent and no

due procedure was followed while employing Second Party in the employment of the 1st Party. Even no appointment is given. No recruitment rules were followed while taking 2nd Party in the employment of the 1st Party by the Bank. Even no name of second party was included in the Panel of eligible candidates to be made permanent. Since he was engaged purely on temporary basis and since he worked as a casual worker he cannot seek permanency. Even he was appointed as a sub-staff and was not empanelled for taken him against sub-staff against permanent vacancy. Even he was not sponsored by Employment Exchange nor he came through the Employment Exchange. It is denied that two Sepoys were working at the relevant period at Chikili Branch. It is also denied that, 2nd Party was doing duties of another Sepoy who was promoted as a Clerk. Bank says that it has no idea whether he was having knowledge of Marathi, Hindi, Gujarati besides of English languages. It is denied that, there was work with the 1st Party and vacancy of Sepoy in the 1st Party Bank at Chinchani Branch. There are recruitment rules. Post of Sepoy is filled in by superiors and unless and until permission is given Branch Manager cannot appoint anybody on that post. It is denied that 2nd Party worked for more than 280 days. He was appointed year to year from 1986 to 1990 by the Branch Manager unauthorisedly. Branch Manager was not empowered to employ workman as a Sepoy. Since was not appointed permanently by following rules of appointment and procedure of appointment, he cannot see protection. The prayer of 2nd Party to continue on duty or appoint him is nothing but to work by making back door entry depriving others seeking permission to contest for the said post. So it is prayed that, prayer prayed by the 2nd Party be rejected.

6. In view of the above pleadings my Ld. Predecessor framed following Issues at Exhibit 11 which I answer as follows :

ISSUES	FINDINGS
1. Does Shaikh prove that he worked continuously from 1986 till 20th April, 1999 in the bank?	Yes
2. Whether management proves that the reference is not maintainable as averred in Written Statement, para. 2(a)&(b)?	No
3. Whether the management complied with the provisions of Section 25 F of the Industrial Disputes Act?	No
4. Whether the management is justified in refusing to treat Shaikh as a permanent employee of the Bank w.e.f. 8/9/86?	No
5. Whether the action of the management of Dena Bank, Mumbai by terminating Shri Ashraf Yunus Shaikh from the Services of the Bank w.e.f. 20-4-1999 is justified and proper?	No

6. What relief Shaidh is entitled to ?

As per
order below.

ISSUE No. 1:

7. This issue is framed regarding continuous working of 2nd Party from 1986 till 1999. Case of the 2nd Party is that, he worked continuously from 1986 till 20th April, 1999 and it is his case then, he worked for every year in those years for more than 286 days. Employer who worked for more than 240 days in each calendar year can claim permanency. Case of the concerned workman is that he worked for more than 280 days in each calendar year from 1986 to April, 1999. This is disputed by the 1st Party in reply. To support that, 2nd Party placed reliance on the depositions of employee of the 1st Party, i.e. Jaswantal Vyse who deposed at Exhibit 21. He says that, he was Branch Manager at Chinchani between 1986 to 1999. He states that, 2nd Party was paid under voucher. This witness is unable to support 2nd Party's claim of his working for more than 280 days in each calendar year. For that 2nd Party again examined himself at Exhibit 22 by filing an affidavit in lieu of examination-in-chief. Where he admits that, he was not given appointment order. He also admits that, he has not signed muster roll. He states that, he registered his name in the Employment Exchange and payment was made weekly. He states that his name was not recommended by the Employment Exchange. He also states that, no letter of termination was given by the Bank. Then 2nd Party placed reliance on the affidavit of Uday D. Parekh, the customer of the Bank who filed his deposition at Exhibit 28 where he deposed that, he knows 2nd Party working with 1st Party. He states that, he was visiting that Bank from 1987. Then 2nd Party placed reliance on affidavit of one employee of 1st Party viz K. H. Oza, who is examined at Exhibit 29 who states that, he knows 2nd Party workman who was working with Chinchani Branch from 1986. One Lady was the Manager in 1986 when 2nd Party joined 1st Party. He states that, 2nd Party worked from 1986 to 1999. He states that, Vyse recommended concerned workman for his permanency. He states that, he has seen the letter like page 15 and 16 written by said Branch Manager. He also states that number of Branch Managers recommended 2nd party workman. Against that 1st party examined R.M.Reddy at Exhibit 32 by filing his affidavit in lieu of Examination in Chief, who states that, he admits the copy of communication took between Chinchani Branch and Regional Office produced at Exhibit 12 from pages 15 to 19. Even he admits that, he made correspondence with Regional Office for the 2nd Party. Besides this evidence, 2nd Party has produced number of documents with Exhibit 12 and has given list of his working days from 1986 to 1999 which are not seriously disputed by the Bank. Besides copies of correspondence from page 3, and from pages 6 to 22 by which concerned Branch Manager recommended 2nd Party workman in the employment of the 1st Party which is also not seriously disputed by 1st Party. Besides page 23,

Exhibit 12 shows the number of days worked by 2nd Party and those are not seriously disputed by 1st Party. So all this evidence brought on record reveals that, 2nd Party worked continuously from 1986 to April, 1999. The only case of the Bank is that he worked as temporary employee and was not appointed by following recruitment rules. Burden of proving of his working more than 240 days in each calendar year is discharged by him and for expressible of case laws - published in 2008 (I) LLJ SG 492, 2008 (I) LLJ Gaj. 400, 2008 (I) LLJ MP. 48, 2008 (I) LLJ Mad. 43, 2007 (III) LLJ Mad. 652. So I do not find any difficulty to conclude that, 2nd Party worked continuously from 1986 to 1999 with the 1st Party's Branch as Sepoy. So I answer this issue in the affirmative.

ISSUE No. 2:

8. 1st Party made out the case that, reference is not tenable because dispute is not espoused by any Union. It is the case of the management that, it is not industrial dispute. Besides it is case of the management that, there is no master and servant relationship between the Workman and the Management i.e. 2nd Party and the 1st Party. It is case that, he was not regularly appointed by 1st Party. So on this count it is case of the 1st Party that, reference is not tenable. These grounds are taken by the Management in para-2 of the Written Statement. As far as reason that dispute is not espoused by the Union, in my considered view that dispute should be espoused by Union only it is not necessary. It is the dispute of the concerned Workman regarding his employment. It is not necessary that Union should espouse it. Even individual Workman can approach concern by making grievance about his own dispute under Section 2(a) (k) of Industrial Disputes Act, 1947, vide Section 2(k) which reads as under:

"Section 2 (k): "Industrial Dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

9. As per this definition, industrial dispute means any dispute, or difference between employer and employee. It is not necessary that it should be espoused by the Union and individual is restricted. And apart from that, if at all that was the criteria, since the dispute is recommended by the Central Government, if at all the 1st Party was aggrieved by decision of the Central Government to send reference to this Tribunal, it ought to challenge the said decision before the appropriate forum or Court and 1st Party cannot challenge it here since dispute is already referred for adjudication. Other ground taken by the 1st Party that, there is no employee or employer relationship and so reference is not tenable has no meaning as Bank has admitted that, 2nd Party worked with it from 1986 to 1999.

It may be that he worked in different category and not as per the criteria of the 1st Party. That does not mean that he is not a employee. But the fact is that, he worked continuously from 1986 to 1999. So in my considered view on these counts, it cannot be observed that, reference is not maintainable as stated in para 2 (a), (b) of the Written statement of the 1st Party. So I answer this issue to that effect.

ISSUE No. 3:

10. It is the case of 2nd Party that, since he worked for more than 240 days in each calendar year, from 1986 to 1999, he got protection under Industrial Dispute Act, 1947 as well as 2nd Party cannot be terminated without following due process of law and without following the procedure as laid down under Section 25 F. Admittedly no any provision is followed by Bank given under Section 25 F before preventing him to perform his duties. For that 2nd Party's Advocate placed reliance on citation published in 2005 III CLR page 1028. While deciding case of PM Yellati vs the Assistant Executive Engineer. Apex Court observed that, if the Workman works continuously for more than 240 days in a year such an employee is entitled to get protection and such employee cannot be terminated without following due process of law in that case concerned Workman was appointed on daily wages by the Executive Engineer on 26-11-1986. Said Workman worked upto 28-5-1994, When he was terminated he was getting salary of Rs 910/- per month. At the time of termination he claimed that, he worked for more than 240 days in every calendar year before termination of his services. In that case without following provisions of Section 25 F of Industrial Dispute Act, 1947, the concerned Workman was stopped from attending his duties. Said termination was challenge by him before Conciliation Officer who submitted failure report and, the concerned Government sent dispute for adjudication questioning the decision of the Management in that case, "whether it is justified on which it was observed that, it was not justified action since no provisions of Section 25 F were followed". Even he placed reliance on citation published in 2005 II CLR page 177 where Hon'ble High Court of Bombay while deciding case of Fashion Exim India pvt. Ltd. vs Chintamani Ambolkar & anr. observed that, non compliance of Section 25 F amount to breach of provisions and action taken without following such provisions cannot be sustained. Even same type of view is taken by Honourable Rajasthan High Court while deciding case of Keshu Lal & Anr. Vs State of Rajasthan & Ors. published in 2005 II CLR page 817 and Gujrat High Court while deciding the case of Moti Ceramic Industries vs. Jivuben Rupabai and others published in 2000 (3) LLN. page 736 observed that, when employee worked for 12 years on daily wages and when his services are terminated without following due process of law it is illegal. Same view is even observed by A.P. H.C. published in 2008 (1) LLJ 187. So all this reveals that, no provision of Section

25F was followed and even it is not the case of the 1st Party that, they followed procedure of Section 25 F before asking 2nd Party not to work with it. The case of the 1st Party is that, he was never appointed and it is he who was never recruited by following the procedure of recruitment. It is also the case of the 1st Party that, neither appointment letter was given nor termination letter was issued to the concerned Workman. All this reveals that, no provisions of Section 25 F were followed while by taking action by the 1st Party. So I conclude that, provisions of Section 25F have not been followed while terminating the services of the 2nd Party. So I answer this issue accordingly.

ISSUE Nos. 4 to 6:

11. Now question is whether action taken by the 1st Party in preventing 2nd Party not to report on duty on the ground that, he was neither appointed nor recruited by following the Recruitment Rules and since he is not terminated by given termination letter and appointed by appointment order can be legal or otherwise?

12. Here 1st Party admits that, he worked from 1986 to 1999. 1st party also admits that, he was recommended by the Branch Manager. 1st party also admits that, its superiors recommend 2nd Party and permit 2nd Party to work as its employee. According to 1st Party when such an appointment is made, it cannot be said that the employee working on such a post can seek permanency. For that 1st party's Advocate placed reliance on various judgments viz. citation published in 2006 (4) SCC-1 of Apex Court while deciding the appeal filed by Secretary, State of Karnataka and others. Vs. Umadevi (3) and others. She also placed reliance on citation published in 2006 (1) SC page 667 which was laid by Apex Court while deciding case of State of U.P. vs Neeraj Awasthi and others. She also placed reliance on the decision taken by Apex Court while deciding case of Indian Drugs & Pharmaceuticals Ltd. vs. Workman, Indian Drugs & Pharmaceuticals Ltd. Published in 2007 (1) SCC page 408 and on citation published in 2006 (1) SCC page 472 of the Apex Court while deciding appeal of UP States vs. Uday Narayan Pandey. However in all those cases the places of the concerned Workman was in public sector services where as case before us is of vacancy in Bank which is rather of a private nature. Besides in case of Umadevi and others all those employees were temporarily engaged on daily wages in Commercial Taxes Department in some of the district of Karnataka who worked for more than 10 years and who claimed permanency on that basis. Even Director of Commercial Taxes recommended their absorption, however, Government did not recommend. However, in that case the work for which he was appointed does not subsist still on the basis of the work done by them for more than 10 years they were claiming permanency. Whereas case at hand reveals that, he worked as Sepoy at Chinchani Branch. It is not the case of the Chinchani Branch that, the post is filled in and regular

employee is working in his placed. Other citation of Apex Court published in 2006 (1) SC page 667 State of U.P. vs. Nand Lal Awasthi and others is also on different footing as in that case, post was also a public post whereas post with us is of Bank. Branch Manager as power to take help of employee and continuous working of the 2nd Party reveals that, there was permanent vacancy. It also reveals that, it is of a personal type of work and nobody is working on that post. That means, still the post is lying vacant. Even recommendation made by various Branch Manager reveals that, they were in need of a man for the post of Sepoy but only because there was no permission to regularize him, they were unable to regularize him. The citation referred published 2007 (1) Indian Drugs & Pharmaceuticals Ltd. vs. Workman, Indian Drugs & Pharmaceuticals Ltd. Published in 2007 (1) SCC page 408, (Supra) where Apex Court observed that, Court cannot create the post where none exists nor, issue directions to absorb or regularize the employee. But here, it is not case like that type. Here concerned Workman worked on it for a number of years. The citation published in 2007 (1) SCC page 257 in case of State of U.P. and other vs. Doshi Raj is also on different footing as employees involved in that case, were appointed illegal and irregularly whereas it is not the case with 2nd Party which is before us. Besides, as referred above, citation published in 2005 III CLR page 1028 the decision was given by the Apex Court in case of P.M. Yellati vs. the Assistant Executive Engineer, empower the 2nd Party to claim permanency by virtue of work done for more than 240 days in calendar year. The another citation produce by 1st Party's Advocate, by producing copy of decision, in Writ Petition No. 43 of 2004 (Dena Bank vs. Venu Gopal Naik) is in my considered view is on different facts. In that case, Workman involved worked for 93 days-only whereas the employee before us has worked for more than 9 years continuously which cannot be compared with the nature of the work done by Venu Gopal Naik involved in the said Writ Petition.

13. So if we consider all this, coupled with case made out by both, I conclude that, 2nd Party is entitled for employment with 1st Party.

14. Besides it is not his mistake that Bank is not getting permission to appoint him or regularize him. He cannot blame that, Bank has not recruited him by following due process of recruitment rules. On the contrary it is brought on record by the 2nd Party's affidavit at Exhibit 12 which reveals Bank made various efforts. All this reveals that, Bank made recommendation from time and again but permission was not given. So question arises whether for that 2nd Party can be held responsible? In my considered view 2nd Party worked for 9 years with the 1st Party and when he is not getting the job and when he is deprived of working with the 1st Party only, for sake of so called sanction in my considered view he cannot be stop in claiming post with the

1st Party. So I conclude that, 2nd Party must get post with the 1st Party as a Sepoy.

15. It is a matter of record that from 1998, 2nd Party did not work with 1st Party. 1st Party is a commercial company. It is looking after funds of the public who are depositing with it as a custodian and Bank has to take care of the money. Such a Bank has to keep the safe custody of the money deposited by the customers. Rather it is a work of social nature and social institute which renders social services, such an institution cannot be saddled with the cost by passing order of back wages. Even it is not the case of 2nd Party that, during that period he remain unemployed and he has suffered financial loss. So in, my considered view, 2nd Party is not entitled for back wages. Hence the order:

ORDER

- a) Reference is partly allowed,
- b) 1st Party is directed to take 2nd Party, Ashraf Yunus Shaikh in the employment within 90 days from the knowledge of this order. It is observed that 2nd Party is not entitled for back wages.
- c) No order as to its costs.

Bombay,

Dated 14th December, 2007

A. A. LAD, Presiding Officer.

नई दिल्ली, 8 अप्रैल, 2008

क्र.आ. 952.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्र बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार/अन्य न्यायव्यवस्था के पंचाट (संदर्भ संख्या 28/2004) को प्रवर्तित करती है, जो केन्द्रीय सरकार को 7-4-2008 को प्राप्त हुआ था।

[सं. एस-12012/233/2003-आई.आर.बी.-II]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 952.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 28/2004 of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Canara Bank, and their workmen, received by the Central Government on 07-04-2008

[No. L-12012/233/2003-IR (B-II)]
RAJINDER KUMAR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated : 20th March, 2008

Present: Shri A.R. SIDDIQUI, Presiding Officer

C. R. No. 28/2004

I PARTY : Shri Prashantha M.
S/o Mahabaleshwar,
R/o Gourikeri Road,
At & Post Talaguppa,
Taluk: Sagar,
Shimoga Distt, Karnataka State

II PARTY : The Deputy General Manager,
Canara Bank,
D.A. Cell, Circle Office,
No. 86, M.G. Road, Bangalore-
560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/233/2003-IR(B-II) dated 29-4-2004 for adjudication on the following Schedule:

SCHEDULE

"Whether the action of the management of Canara Bank is justified in terminating the services of Shri M. Prashantha, part time employee? If not, what relief the workman is entitled to?"

2. The case of the first party as made out, in the Claim Statement, in brief and relevant for the purpose is that he was appointed as Sweeper to attend the cleaning work on daily wage basis w.e.f. 1-7-2000 at Talaguppa branch, Canara Bank and worked with the said branch continuously up till 28-2-2002. The management refused work to him w.e.f. 1-3-2002 without issuing any memo or notice and without paying any compensation at the time of refusal of the employment. His request with the management to consider his case favourably by providing him the employment vide representation dated 8-8-2002 fell on deaf years. He, then, issued a notice on 5-5-2003 but there was no reply from the management. Therefore, he raised an industrial dispute before the Regional Labour Commissioner (Central), Bangalore resulting into the failure report and then into the present reference proceedings. The first party therefore, contended that the action of the management in refusing him employment w.e.f. 1-3-2002 despite the fact that he worked continuously from 1-7-2000 to 28-2-2002 was illegal and therefore, the action amounts to illegal termination of service. He contended that when he

admittedly worked with the management for a period of more than 240 days before he was refused work, the action of the management also amounts to illegal retrenchment in the absence of compliance of mandatory requirements of Section 25F of the ID Act. Therefore, he requested this tribunal to pass an award reinstating him in service with continuity of service and other consequential benefits.

3. The Management by its counter statement while, resisting the claim of the first party among other things contended that one Smt. Devanuma, the Grand Mother of the first party was appointed as part time employee at Talaguppa branch for the purpose of cleaning and sweeping of the said branch premises. She retired from the services of the bank on 30-6-2000 on attaining the age of superannuation and it is consequent to her retirement, persons were engaged including the first party for the limited purpose of cleaning and sweeping of the said branch on some days. The first party was free to do any outside work after attending the work of cleaning and sweeping of the said branch. His engagement was purely on daily wage basis and to meet the contingency, pending recruitment of suitable candidate for the said post. Subsequent to the retirement of Smt. Devanuma, Talaguppa branch was advised to forward the application from the suitable candidates for the said post and the management received eight applications but there was no application given by the first party for the said post. The management contended that as per the regular recruitment process of the bank in respect of engaging part time employees, persons who conformed to the prescribed norms and guidelines laid down are sponsored through Employment Exchange and they only can be engaged as regular part time employees. The management being a nationalized bank cannot deviate from the prescribed procedure in terms of recruitment of part time employees; that the first party was never appointed by the management and he does not come under the definition of the workman. Therefore, the provisions of ID Act are not applicable to his case. In the result, the question of payment of retrenchment compensation or any benefit to the first party does not arise; that as per the regular recruitment process of the second party bank, the bank has appointed suitable candidate for the post of part time employee at the said branch after calling for the applications from the suitable candidates. The management denied the contention of the first party that he worked with the said branch continuously for a period of 240 days without break in service and contended that he was being engaged in the vacancy of part time employee occasionally and intermittently and there was no continuity in his engagement. Therefore, the management requested this tribunal to reject the reference.

4. During the course of trial, the management filed an affidavit evidence of one Mr. Srikanath said to have been working as Sr. Manager at Regional Office, Shimoga. In his affidavit the witness just reiterated the various contentions

taken by the management in its counter statement. In his further examination chief eight debit slips were marked at Ex. M1 series and a register for having made payment of wages to the first party and others was marked as Ex. M2. In his cross examination it was elicited that from 01-7-2000 the first party was engaged for sweeping and cleaning purpose along with others till permanent employee was posted. It was elicited that there was no mention in his affidavit that along with the first party others were also being engaged for the said purpose during the said period. It was elicited that the register at Ex. M2 is in respect of persons who worked as 'coolies' in the branch. He denied the suggestion that coolie wages were paid on monthly basis.

5. As against this the first party also filed the affidavit by way of examination chief repeating the averments made by him in the claim statement. In his further examination chief he referred to the two vouchers and attendance register produced by the management and they were marked at Ex. W1 and Ex. W2 series. He further referred to his representation dated 8-8-2002 and the legal notice issued on his behalf and they were marked at Ex. W3 & W4 respectively. In his cross examination he denied the suggestion that he was not being paid monthly salary of Rs. 1100 and that he was not being paid only the wages for the work done by him as and when needed. He denied the suggestion that he did not work with the bank continuously for a period of 2 years and that he did not work continuously for a period of 240 days in a calendar year. He also denied the suggestion that he was not one of the candidates who had applied for the said post.

6. Learned counsel for the management vehemently argued that the various vouchers filed by the management marked at Ex. M1 series and W1 series would make it abundantly clear that the first party was paid wages as coolie wages for the days he was engaged at the said branch to do the job of sweeper and cleaner. He contended that the services rendered by the first party during the period in question were not continuous and that he was being engaged by the branch intermittently and therefore, he cannot claim otherwise. While referring to the above said attendance register marked at Ex. W2 which was produced by the management at the request of the first party, learned counsel submitted that this is the attendance register maintained only in respect of regular employees and therefore, name of the first party finds no mention in the said register. He argued that the services of the first party being engaged as and when needed and that he was not being appointed in any capacity either temporary or permanent following the recruitment rules of the bank, he cannot claim any right much less the right of reinstatement or take the help of provisions of Section 25F of the ID Act read with Section 2(oo) thereof.

7. Whereas, learned counsel for the first party with equal vehemence contended that the very register showing the payment of wages to the first party produced by the management at Ex. M2 is sufficient enough to substantiate the case of the first party that he worked with the management continuously for a period of 2 years and that in each of the said two calendar years he worked with the management continuously for a period of 240 days and more. He also contended that apart from the said register the vouchers at Ex. M2 series and W1 series produced by the management itself must falsify the case of the management that first party did not work with its branch in the aforesaid manner. Therefore, learned counsel submitted that when the first party admittedly worked with the management in the above fashion, then he fulfilled the requirement of Section 25(B) of the ID Act and in the result the action of the management refusing him work amounts to retrenchment as defined under Section 2(oo) of the ID Act becoming illegal termination there being no compliance of Section 25F of the ID Act.

8. After having gone through the records I find substance in the arguments advanced for the first party. Having regard to the above said pleadings of the parties and the fact undisputed that the first party was being engaged by the management bank branch on daily wage basis, the only important point to be established in the first instance by the first party was that "whether he worked with the management continuously for a period of 240 days in a calendar year immediately preceding refusal of work to him by the management and if so, the action of the management amounts to retrenchment and illegal termination in the light of the provisions of Section 2(oo) read with Section 25F of the ID Act". In the instant case it was well argued for the first party that the very register at Ex. M2 produced by the management will clinch the issue that the first party worked with the management continuously for a period of 240 days in a calendar year immediately before his services were discontinued. A perusal of the said register pertaining to the period in question makes it abundantly clear that the services of the first party were being engaged as against the vacancy of part time employee doing the job of sweeper and cleaner right from 1-7-2000 until 28-2-2002. The wages which were being paid to the first party during the aforesaid period were being shown as 'coolie' all along. First of all when the first party admittedly was doing the job of sweeper and cleaner, it is not understandable as to why the wages paid to the first party were being taken to be as 'coolie'. It appears that in order to overcome the legal implications in denying the wages paid to the first party as wages paid to a temporary part time employee, the management thought it proper to term those wages as 'coolie' as otherwise it is improbable to believe that the first party worked as 'coolie'.

and was paid coolie for that. It was also well argued for the first party that though the first party worked continuously during the above said period he was given some artificial break of one or two days in each of the month, whenever his services were engaged by the management. The other documents produced by the management namely, the aforesaid vouchers marked at Ex.M2 series and W1 series also speak to the fact that the first party was being paid wages and accordingly debit vouchers were prepared by the bank for few of the months. Ex.M2 series will reveal that these were the vouchers prepared for the wages paid to the first party from the month of July 2001 onwards till the month of February 2002. The other two vouchers produced by the management are for the months of August 2000 and September 2000. It is to be noted that the management in fact did not dispute the fact that the first party was in the service of the management working to the vacancy of part time employee doing the job of Sweeper and Cleaner right from the month of July 2000 till the month of February 2002. Its only contention was that he did not work with the management continuously and that his services were being engaged by the management as and when they were needed. As already discussed above, the payment register at Ex.M2 makes it abundantly clear that the services of the first party were being engaged in every month of the aforesaid two years all along and he was being given break in service for one or two days every month, artificially, in order to overcome the legal implications, the management apprehended of facing in future. Therefore, this being an artificial break in service, the management cannot be allowed to take up the contention that the services of the first party were not continuous so as to attract the provisions of Section 2(oo) read with Section 25F of the ID Act. As noted above, admittedly the management did not comply with the provisions of Section 25F of the ID Act, as noted above, the first party being in service of the management in the aforesaid period therefore, has fulfilled the requirement of continuous service of 240 days in a calendar year immediately preceding refusal of work to him by the bank. The first party has fulfilled the requirement of Section 25B of the ID Act, therefore, it was incumbent on the part of the management to have complied the provisions of Section 25F of the ID Act before the services of the first party were dispensed with. In the result, the action of the management amounts to retrenchment as defined under Section 2(oo) of the ID Act, resulting into illegal termination for want of compliance of Section 25F of the ID Act. Therefore, there is no hesitation for this tribunal in coming to the conclusion that the action of the management in terminating the services of the first party was illegal and void ab initio.

9. Now, coming to the relief of reinstatement sought for by the first party. He admittedly having worked with the management on daily wage basis and there being further admission on the part of the first party that to the post he held the management has already appointed somebody else and he is working to the post, relief of reinstatement under the facts and circumstances is neither advisable nor desirable. There cannot be any dispute with regard to the fact that the management being a nationalized bank has to follow the procedure prescribed and the rules with respect to the appointment of a temporary employee. Therefore, the first party since worked as a daily wager cannot get the relief of reinstatement to the post which has already been filled up by the management by following the required procedure prescribed for the purpose.

10. As far as the relief of back wages concerned, the first party in his affidavit evidence before this tribunal has stated that he has no other source of income and he has been unemployed after he was refused work by the management. There has been no suggestion on behalf of the management refuting the said statement. The management also did not produce any evidence before this tribunal to suggest that the first party has been gainfully employed during the period he was away from the service of the management. However, the aforesaid bold statement of the first party cannot be taken to be a gospel truth particularly, keeping in view the fact that he was just working as daily wager with the bank during the aforesaid period. It just cannot be believed that the first party was all along idling his time without working and without earning his livelihood. Therefore, having kept the above said factor in the mind, the nature of the job the first party was doing, the daily wages he was earning while working with the management bank and the period of service he rendered with the management bank, it appears to me that ends of justice will be met, if the first party is awarded a lump sum compensation of Rs.1 lakh towards his full and final settlement of the claim against the management. Hence the following award:

AWARD

The management is directed to pay a sum of Rupees One Lakh to the first party as compensation in lieu of his full and final settlement of the claim against the management. The amount shall be paid within a period of 3 months from the date of publication of the award, or else it must carry interest at the rate of 10 per cent per annum till its realization. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 20th March, 2008)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2008

का.अ. 953.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार न्यू मंगलोर (पोर्ट ट्रस्ट) के प्रबंधकों के संघर्ष निवेदकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 47/2007) को प्रकटित करती है, जो केन्द्रीय सरकार को 7-4-2008 को प्राप्त हुआ था।

[सं. एल-45011/5/2006-आईआर(बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 953.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I. D. 47/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of New Mangalore Port Trust and their workmen, received by the Central Government on 7-4-2008.

[No. L-45011/5/2006-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated : 27th March, 2008

Present: Shri A.R. SIDDIQUI, Presiding Officer

C.R.No.47/2007

IPARTY : The General Secretary,
New Mangalore Port Staff
Assn., Near NMPT Admn.
Office Building, Panambur,
MANGALORE-575 010

HPARTY : The Chairman,
New Mangalore Port Trust,
Panambur,
MANGALORE-575 010

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No.L-45011/5/2006-IR(B-II) dated 19th February, 2007 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of New Mangalore Port Trust in imposing a punishment of reduction of increment on the workman Shri Ajith Kumar in the year 1993 for absence without permission is just and legal? If not, what relief the workman is entitled for?"

2. In response to the notices issued to the parties, both of them made appearance through counsels on 27-07-2007. Thereupon, the matter came to be posted for filing of the claim statement by the first party adjourning the case for the said purpose up till 22-02-2008. Neither the first party nor the counsel representing him turned up or filed the claim statement. Therefore, claim statement/Particulars as not filed and the case was posted for filing of the Counter Statement by the management and since the management also did not choose to file the counter statement, the case is posted for award.

3. As could be read from the reference schedule, the primary burden was cast upon the management to justify its action imposing the punishment in question for the alleged misconduct of unauthorized absence committed by the first party. However, since the first party himself has not chosen to come forward and file the claim statement challenging the above said action of the management making out the grounds, the management was not supposed to justify the above said action. After having raised the dispute and getting the dispute referred to this tribunal it was, bounden duty for the first party to have challenged the action of the management by filing his claim statement making out a case as to why the action of the management is not justified. Therefore, in the light of his conduct, the only inference to be drawn would be that he is no more interested in prosecuting the proceedings. In the result, there is no point in keeping the matter pending any more and hence the following award:

AWARD

The reference stands rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 27th March, 2008)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2008

का.अ. 954.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार सिड्डीकट बैंक के प्रबंधकों के संघर्ष निवेदकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 20/2003) को प्रकटित करती है, जो केन्द्रीय सरकार को 7-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/189/2002-आईआर(बी-II)]

राजिन्दर कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 954.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 20/2003 of the Central Government Indus. Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 7-4-2008.

[No. L-12012/189/2002-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated: 31st March, 2008

Present: Shri A.R. SIDDIQUI, Presiding Officer

C.R. No. 20/2003

- I PARTY** : Shri Prahlad Shatwaji Ingale
(Since deceased, Rep. by
LRs) Ghataprabha Taluk,
Golak, Belgaum District
Karnataka State.
- II PARTY** : The Asstt. General Manager,
Syndicate Bank, Zonal Office,
Syndicate Towers, Udupi,
Karnataka State.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/189/2002-IR(B-II) dated 17th March 2003 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of Syndicate Bank in dismissing the services of Shri Prahlad Shatwaji Ingale vide order dated 21-10-1997 is legal and justified? If not, what relief the concerned workman is entitled to?"

2. The first party, while challenging the impugned punishment order dated 21-10-1997 dismissing him from service as unjust and illegal, challenged the enquiry proceedings on various grounds alleging that it was not conducted in accordance with the principles of natural justice (pleadings with regard to the enquiry proceedings omitted as there is separate finding on the of preliminary issue on the said point). He also challenged the enquiry findings as perverse and arbitrary on the ground that in case of any discrepancy in the caste declared by him, the bank does not get any jurisdiction to investigate into the matter as it comes within the jurisdiction of the Revenue authorities. Therefore, at best the management could have

reported the matter to the appropriate authorities and in the result, the very action of the management in holding the departmental enquiry to ascertain the fact as to whether the first party belonged to the Scheduled Caste or not was without any jurisdiction having regard to the law laid down by the Hon'ble Supreme Court of India in catena of cases. He contended that findings were also bad for the reason that the enquiry officer relied upon certain documents without any proof and the photostat copy of the certificate in the absence of original caste certificate. The enquiry officer further did not properly consider the various contentions taken by the first party and relying upon unacceptable documentary and oral evidence proceeded to hold that charges leveled against the first party are established. The first party then challenged the disciplinary proceedings followed by the enquiry report on the ground that the management was fully aware of the original suit filed by him before the JMFC, Golak in OS No. 75/1997 and also the fact that he had raised the dispute before the Hon'ble High Court by way of Writ Petition earlier to filing of the said suit. Therefore, the first party contended that having regard to the above said facts and the service of more than 20 years rendered by the first party with unblemished record, the management was not justified in passing the impugned punishment order. Therefore, he requested this tribunal to set aside the dismissal order with a direction to the management to reinstate him in service with continuity of service and other consequential benefits.

3. The management by its counter statement, while, justifying the impugned punishment order as just and legal, the enquiry proceedings as conducted in accordance with the principles of natural justice and the findings of the enquiry officer as based upon sufficient and legal evidence, on facts however, contended that in the matter of recruitment and other related matters the bank is required to follow the Government of India guidelines making it obligatory on the part of the bank to follow the reservation policy in employment and promotion to certain categories like SC/ST, Ex-serviceman, Minority Community and other backward castes. The management, then, contended that in the case on hand the first party produced a false certificate stating that he belonged to scheduled caste and secured the appointment against the vacancy reserved for Scheduled Caste, though, he in fact did not belong to the said category and obtained undue benefit which was not otherwise available to him. The management contended that while joining the service as Attender in the year 1976 the first party had submitted application dated 6-12-1976 seeking the appointment to the above said post declaring that he belonged to the Scheduled Caste. He had produced a certified copy of the certificate dated 30-8-1976 said to have been issued by the Tahsildar, Jamkhandi declaring that he belonged to backward community under 'A' Group. He then appeared for the promotion test on 10-9-1989

against the vacancy reserved for Scheduled Castes. However, in the year 1995 the management came to know that 'Goodhalli Caste' does not come under SC category and the first party belonged to backward community. Therefore, the management issued a charge sheet dated 5-6-1995 in that respect and when the explanation submitted by the first party to the charge sheet was not found satisfactory, a departmental enquiry was conducted, duly participated by him taking the assistance of DR and it is after the findings of the enquiry officer holding him guilty of the charges and after having followed the necessary procedure in furnishing copy of the findings to the first party, getting his explanation thereon and after giving him an opportunity of personal hearing he was rightly and justly removed from service. Therefore, the management justified the impugned punishment order as well as the fairness and validity of the enquiry proceedings and the findings of the enquiry officer and requested this tribunal to reject the reference.

4. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings, this tribunal on 22-8-2005 framed the following preliminary issue:

"Whether the Domestic Enquiry conducted against the first party by the second party is fair and proper".

5. During the course of trial of the said issue, the management produced the enquiry officer as MW1 and got marked six documents at Ex.W1 to W6 including the enquiry findings. When, the matter stood for cross examination of MW1 on 10-10-2006, learned counsel for the first party filed a memo conceding the fairness of enquiry with a permission to lead evidence on other issues. Accordingly, DE issue was answered in favour of the management, permission was given to the first party to file his affidavit on other issues and he was cross examined on the very same date. There was no evidence to be let on the other point by the management and therefore, case came to be posted to hear arguments on merits. After having heard the learned counsels for the respective parties, the matter, thus, is posted for award.

6. Now, therefore, in the light of the above finding recorded by this tribunal on the DE issue in favour of the management, the important points, now, to be considered would be:

- i. "Whether the management was justified in conducting a departmental enquiry against the first party into the controversy in question.
- ii. Whether the enquiry findings suffered from any perversity, if so,
- iii. Whether the dismissal order passed against the first party is illegal and unjust, if so, what relief the first party is entitled for."

7. The learned counsel for the first party, vehemently, argued that the management was in the first instance not justified much less had jurisdiction to go into probing of authenticity of the alleged caste certificate produced by the first party and it was the appropriate authority namely, the revenue authority which was having jurisdiction over the matter. Learned counsel in order to prove his point that it was the revenue authority having jurisdiction over the matter, cited the decision reported in AIR 1995 SC page 54 and a decision reported in 1998 Lab IC Page 66 and also an award dated 31-1-2006 passed by the second Additional Labour Court, Bangalore. His contention was that as per the above decisions there was a direction by the Supreme Court to all the state Governments to constitute a committee into the verification and issuance of social status certificate like SC/ST certificate and it is the said committee which was competent to go into the matter and to decide as to whether any such social status certificate issued for the purpose of education or for appointment purpose was valid or authenticated certificate or not. The learned counsel in this regard also took support of the unreported decisions of our Hon'ble High Court in WA No. 4452/95 clubbed with 4453/95 dated 30-7-1997 found mention in the aforesaid award passed by the Labour Court.

8. Whereas, the learned counsel for the management supported the enquiry findings and contended that the management was perfectly and legally justified in conducting departmental enquiry to find out the validity and authenticity of the caste certificate produced by the first party, after having come to know that he misrepresented and played fraud upon the management in securing the employment by producing a false certificate.

9. After having gone through the records, more particularly, the aforesaid decisions of their lordship of Supreme Court and the passages from the aforesaid unreported decision in the writ appeals of our Hon'ble High Court referred in the aforesaid award, I find substance in the arguments advanced for the first party. Their Lordship of Supreme Court in the aforesaid first case laid down certain procedures as under:

"Regarding issuance, scrutiny, and approval of the caste certificate social status certificate. The Hon'ble Supreme Court directed all the State Governments to constitute a committee of three officers, namely an additional or joint secretary or any officer higher in rank of the director of the concerned department, (II) the Director, Social Welfare Tribal Welfare/ Backward Class Welfare, as the case may be, and (III) in the case of SC another officer who has intimate knowledge in the verification and issuance of the social status certificates. The Hon'ble SC further directed that in the case of the ST, the Research Officer who has intimate knowledge in the verification and issuance of the social status certificates be included. The Hon'ble SC has further stated in the

following way as to what should be done as soon as the findings is recorded by the Scrutiny Committee:

As soon as the finding is recorded by the Scrutiny Committee holding that the certificate obtained was false, on its cancellation and confiscation simultaneously, it should be communicated to the concerned educational institution or the appointing authority by registered post with acknowledgement due with a request to cancel the admission or the appointment. The Principal etc. of the educational institution responsible for making the admission or the appointing authority, should cancel the admission/appointment without any further notice to the candidate and debar the candidate for further study or continue in office in a post. Thus it is evident from the principle laid down in the above cited case law that it is only specially constituted committee which is empowered to declare a caste certificate issued by a concerned authority as false and not an enquiry committee set up by the management."

In the aforesaid second decision, their Lordship of SC made a reference to the observations made by the Hon'ble High Court of Madras as under:

"It is settled law that a caste community certificate issued by an empowered public authority under seal continues to be a valid document till it is cancelled by the said authority or by his superior authority. The contents in the certificate are to be treated as correct and every public authority, undertakings, bodies institutions, etc. which are bound by instructions relating to such certificates are bound to act upon them, so long as they are not cancelled. It is also well settled by many decisions of our High Court and also by the Apex court that in no disciplinary proceedings, the genuineness or correctness of their contents can be gone into."

Our Hon'ble High court in the aforesaid unreported decisions in the writ appeals made the following observations :

"These two appeals arise out of a common order made by the learned single judge in two writ petitions. The respondents in each of these cases are employed in the establishment of the appellant. They claimed that they belong to Kotegara caste which is notified as a scheduled caste by the President in terms of Article 341 of the Constitution of India. However, on verification, the applicant found that they belonged to Rama Kshatriya caste and therefore, the claim made by them was false that they belonged to SC. The basis upon which the respondents had claimed that belong to SC was a certificate issued by Tahsildar in terms of an executive order issued by the Government of Karnataka. The learned single judge took the view

that when the certificate has been issued by the concerned authority, it was not open to the bank to question the correctness of the same and that certificate could be corrected only by the concerned authority and for this proposition, he placed reliance upon the decision in WP 1235/83 and 1236/83 on 1-8-1994 by the High Court of Judicature of Madras. The other contention raised that whether the appropriate authority has passed the order or not and whether there was due application of mind to the relevant facts may all pale into insignificance in the view we propose to take in these matters.

So far as the basic question raised in these cases is concerned, it is a matter over which the SC had expressed sufficient concerned and in *Madhuri Pail & Anr. Vs. Addl. Commr. Tribal Development and others* AIR 1995 SC 94. The SC examined the entire matter and indicated the procedure for issuance of social status certificate for members belonging to SC/ST on having found the present procedure adopted by the authorities concerned was wholly unsatisfactory. Based on that decision this court in WP18012/89 and connected matters disposed of on 27-1-1995 gave certain directions. Based on this direction, the Government has now constituted a committee by a notification issued on 8-9-1995. The security committee will have to examine the question whether a person belongs to SC/ST or other backward classes i.e. as indicated by the SC to issue an appropriate certificate regarding social status. In the circumstances, the appropriate course to be adopted in these cases is to quash the order made by the appellant, reinstate the respondents in their original employment and refer the matter to the concerned committee to verify whether the certificate issued by the Tahsildar is appropriate and await its decision before taking any further steps in the matter."

10. Therefore, in the light of the above said principles and the observations made by their Lordship of SC and our Hon'ble High Court, it becomes crystal clear that the procedure adopted by the management in initiating DE against the first party into the controversy in question was highly and totally incorrect as the jurisdiction to go into the matter was resting with the aforesaid committee to be formed by the State Government under the aforesaid notification dated 8-09-1999. As could be read from the records, the impugned punishment order against the first party has been passed somewhere in the year 1997 when the aforesaid notification was very much in force and in vogue. Therefore, conducting of DE against the first party into the above matter was in violation of the aforesaid notification and the guidelines provided therein and then dismissing the first party in the light of the findings of the enquiry officer as argued for the first party was again

certainly illegal and unjust liable to be set aside as arbitrary and against the principles of natural justice. That apart, here is the case where the management has not taken a contention that the first party cheated the revenue authorities concerned in obtaining a false certificate declaring him of 'Gondhali Caste' and then securing the job in the bank by making a false representation. On the other hand as noted above, it is the case of the management that the first party secured the job showing himself belonging to the said Gondhali caste coming under the category of SC and that said Gondhali Caste itself, did not fall under SC category. When the said Gondhali Caste does not come under the definition of SC, then, it is not understandable as to what made the management to act upon the said certificate of the first party and to give him the benefit of SC appointing him under the reservation policy. Therefore, when the management acted upon the above said certificate showing that the first party belonged to Gondhali Caste, assuming that Gondhali caste came under the category of SC then, now it cannot be allowed to contend that the first party made misrepresentation of his said caste and secured the employment falsely under the reservation quota. The first party in fact as noted above submitted the certificate saying that he belonged to SC. Therefore, in the first instance the revenue authorities committed wrong in certifying that the said caste came under the category of SC and it is thereafter the management committed a mistake in acting upon the said certificate and giving the appointment to the first party under reservation quota treating him as belonging to the SC. Therefore, after having committed such a blunder and after having slept over the matter for a period of over 20 years, in my opinion the management was not justified in coming out with the charge against the first party for the misconduct alleged. Therefore, in the light of the above, there is no hesitation in the mind of this tribunal to come to the conclusion that the findings of the enquiry officer suffered from perversity. In the result, it goes without saying that the impugned punishment order passed by the management on the basis of those findings was bad and illegal. The first party has been reported to be dead somewhere in the year 2004 itself. Now, therefore, the question of any further enquiry to be conducted against him by the aforesaid committee under the said notification does not survive. Therefore, in the light of the aforesaid findings and the fact that the first party expired during the course of the pendency of the present proceedings, relief of reinstatement also does not survive.

11. Now coming to the question of back wages. As seen above, the first party came to be dismissed from service by order dated 21-10-1997 and whereas, he appears to have raised the dispute with the conciliation authority concerned somewhere subsequent to 28-09-2001 when he withdrew

his Civil suit and to raise the dispute in accordance with the provisions of ID Act. The first party since litigated before the wrong forum in the first instance by filing a WP and then by filing a Civil suit wasting about 4 to 5 years period, he cannot be granted any relief of backwages for the aforesaid period. With regard to the subsequent period i.e. from the date of the reference made before this tribunal on 17-03-2003 uptill the date of his death which took place on 11-09-2004, he must get full back wages, there being any evidence produced on behalf of the management to suggest that he has been gainfully employed during the said period. As noted above, the first party was reported to be dead during the pendency of the proceedings, his LR's have been brought on record. Therefore, the relief of the aforesaid back wages has to be made in favour of the LR's of the deceased workman and hence the following award:

AWARD

The management is directed to pay full back wages to the LR's of the deceased workman for the period in between 17-03-2003 and 11-09-2004 with all other benefits including the benefit of continuity of service.

No costs.

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2008

का.आ. 935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधकों के संबंध में निष्पक्ष और उनके कर्मचारियों के बीच, अनुबंध में निष्पक्ष औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चण्डीगढ़ नं.-2 के पंचकट (संदर्भ संख्या 801/2K5) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/142/2003-आई आर (बी-1)]

अवध कुमार, डेस्क ऑफिसरी

New Delhi, the 8th April, 2008

S.O. 955.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 801/2K5) of Central Government Industrial Tribunal cum Labour Court-II, Chandigarh as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 8-4-2008.

[No. L-12012/142/2003-IR(B-1)]

ADAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
SECTOR 18-A, CHANDIGARH

Presiding Officer: SHRI KULDIP SINGH

Case I.D. No : 891/2005

Registered on : 6-9-2005

Date of Decision: 14-03-2008

Gurdeep Singh
C/o General Secretary,
State Bank of India Staff Congress
(Chandigarh Circle) 3030/1,
Sector 44-D, Chandigarh.

Petitioner

Versus

AGM, State Bank of India,
Region I, Zonal Office Punjab,
Sector 17, Chandigarh.

Respondent

APPEARANCE

For the Workman : Mr. Arun Kumar Batra,
Advocate.For the Management : Messrs. Tilak Raj Arora
and Sanjeev K. Arora,
Advocates

AWARD

The Parties continue to be absent. They were not present even on the last and last but one dates. The parties have behaved in the same fashion on earlier dates also. The workman last attended the Tribunal on 19th of March, 2007. Thereafter he did not bother to come to attend to his case. On his behalf Shri A. K. Batra, Advocate appeared and filed his memo of appearance, but he failed to file his authority letter to appear, therefore, his presence was not acknowledged on 22-8-2007. Thereafter also the workman has not appeared nor has produced any evidence. It gives rise to believe that the workman is not interested to prosecute his case.

The Ministry of Labour, Government of India vide their Order No L-12012/142/2003-IR (B-1) dated 7th of Nov, 2003 desired of this Tribunal to adjudicate upon "Whether the action of the Asstt. General Manager, State Bank of India, Region-I, Punjab, Chandigarh in terminating the services of Shri Gurdeep Singh, Ex-Messenger w.e.f.

20-11-92 is just and legal? If not, what relief the applicant is entitled to and from which date?" After getting the notice the workman filed statement of claim to which the Management filed the written statement. They denied all the claims made by the workman and stated that the workman had willfully abandoned the job and did not report for duty for 194 days during 1990-92. They supported their claim with the affidavit of the respondent. The workman also filed his affidavit, but thereafter he did not come to prosecute his case. The averments made by the parties have remained not proved as the workman has not come in the witness box to stand to the cross-examination of the Management. Except the pleadings of the parties and the affidavits of the workman and the respondent, there is no evidence on record to show that it is the Management which had terminated the services of the workman on 20th of Nov, 1992 and that order was not just and legal. On record I do not find any evidence in support of claim of the workman. The averments made by him in the affidavit are rebutted by the Management by counter affidavit. In the circumstances the workman has failed to prove that the Management had terminated his services on 20-11-1992 illegally. He is therefore, not entitled to any relief. The reference is answered against him and the award is passed.

Let a copy of this award be sent to the appropriate Government for necessary action and the file be consigned to records after due completion.

KULDIP SINGH, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2008

सं.आ. 956.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्राव 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ चावन्कोर के प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या आई. डी. 12/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/80/2005-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 956.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2005) of Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the management of State Bank of Travancore, and their workmen, received by the Central Government on 8-4-2008.

[No. L-12012/80/2005-IR(B-1)]

AJAY KUMAR, Desk Officer

**ANTHURU
IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
TRIVANANTH**

Present:

Shri P. L. Norbert, B. A., LL. B., Presiding Officer

(Thursday the 11th day of December 2007/15th
Agrahayana 1929)

E.D. 12/2003

Workman : C. Ramesan, Leela Nivas,
Near NES Block, Vattiyoor
Kavu P.O.,
Thiruvananthapuram - 13.
By Adv. Sri. C. Anil Kumar,

Management : The Managing Director,
State Bank of Travancore,
Head Office, Poojappura,
Thiruvananthapuram-12.
By Adv. Sri. Paulson
C. Varghese.

This case coming up for final hearing on 06-12-2007,
this Tribunal-cum-Labour Court on 11-12-2007 passed the
following.

AWARD

Facts

The workman Shri. Ramesan was a postman of State Bank of Travancore for 22 years. While so in 2003 he was charge-sheeted for misconduct of issuing cheques without sufficient funds in his account, demanding and accepting bribe promising employment in the bank, guaranteeing a loan without permission of the bank and insuring liability in a loan transaction leading to arrest warrant in execution of decree. A domestic enquiry was conducted and he was found guilty of 11 charges and partly guilty of 3 charges. The Disciplinary Authority however did not fully agree with the findings of Enquiry Officer and held that all the charges stood fully proved. The Disciplinary Authority thereafter imposed a punishment of dismissal from service. In appeal the worker did not succeed. Hence the reference.

2. The workman has challenged the validity of enquiry on different grounds. The question was decided as a preliminary issue and found that the enquiry is vitiated for violation of the principles of natural justice. Thereafter the management adduced fresh evidence to establish the charges and defence side too adduced evidence in support the defence contention.

3. The evidence consists of the oral testimony of MWs. 1 to 6 and documentary evidence of Exts. M 1 to M4 (a) on the side of management and WW1 and Ext. W1 on the side of workman.

4. According to the workman there are no materials to support the charges. The punishment imposed is harsh

and excessive. According to the management the worker has committed serious misconduct and deserves no leniency in the matter of punishment.

5. In the light of the above contentions the following points arise for consideration:

1. Is the workman guilty? If so, to what extent?
2. Whether the punishment is proper?
3. To what relief, if any, is the workman entitled?

Discussion

6. **Point No. 1**—Two charge sheets dated 4-3-2003 and 26-3-2003 consisting of 14 charges were issued to the workman. Ext. M 1 is the Enquiry File, Page 1 of Ext. M1 contains memo of charges dated 04-02-2003. They are:

- (1) Issuance of cheques in violation of C.B. 2009 96, an arrest was issued in the matter by Magistrate's Court, Thiruvananthapuram.
- (2) On 25-07-2002 the worker had left the bank without permission and was involved in some association with outsiders.
- (3) The worker had complained to the Registrar of University about the alienation. The complaint was sent in the letter pad of a political organization of which the worker was the General Secretary. It is without permission of the bank that the worker had assumed the charge of General Secretary.
- (4) The worker had misused the name of the bank in making a complaint to the Registrar of University causing unpleasant situation for the Registrar and embarrassment for the bank.
- (5) The workman had gone to University Guest House in search of alleged admission, neglecting the work in the bank.
- (6) The workman had questioned the competency of University Authorities and the mode of allotting rooms in the guest house misusing the status of an employee.
- (7) to (10) The worker had issued cheques to different creditors for various amounts and the cheques had returned for want of sufficient balance in his account.
- (11) The worker had demanded and taken bribe of Rs. 45,000 from Sri K. Shaji promising employment in bank.
- (12) The workman had secured guarantee for a loan availed by Smt. S. Geethakumari from K. S. P. H. without permission of the bank.
- (13) The workman had demanded and taken bribe of Rs. 50,000 from Sri S. Jayakumar promising job for his son in bank.

- (14) The worker had taken Sri S. Jayakumar to the houses of certain persons telling the latter that they were high officials of the bank who would conduct the recruitment and showed some copies of appointment orders with the intention of making pecuniary gain.

7. According to the bank these acts are prejudicial to the interest of the bank and are willful insubordination, disobedience of lawful and reasonable order of the management, neglect of work, breach of rule of business of the bank and incurring debts to an extent considered by the management as excessive.

8. Charges 1 and 12 are in respect of the same transaction, namely, standing guaranty for Smt. S. Geetha Kumary. The allegation is that the workman stood guarantee without permission of the bank for Smt. S. Geethakumary in a chitty transaction and created an unpleasant situation in bank by causing an arrest warrant to be issued by the court. Ext. M 1 page 13 contains Photostat copy of Application Form of guarantor. The subscriber of chitty is Smt. S. Geetha Kumary. Ramesan is the guarantor. He had agreed for recovery from his salary in case of default of kirti instalments by Smt. S. Geethakumari. An Employment Certificate with details of salary of Ramesan was issued by the then Manager of the bank. The purpose of salary certificate was for guaranteeing a chitty transaction. This is evident from Ext. M 1 page 13 and 14. MW5 was the Manager of Kerala University office campus Branch of S. B. T. where the workman was working. He admits that application form containing a format of salary certificate was filled up and issued by Manager and the purpose of the certificate was for standing guaranty in a chitty transaction. At the same time he says that the worker had stood guaranty without the permission of the bank. The version of MW5 cannot be correct in the light of documents at pages 13 and 14 of Ext. M1. As per records the bank had given permission to the workman.

9. An arrest warrant was issued by Principal Munsiff's Court, Thiruvananthapuram in execution of decree in O.S. 389/96. The decree is in respect of the aforementioned chitty transaction of Smt. Geethakumary. Arrest was brought by Amin of the Court to the bank. The worker was not found there. Hence Amin returned without enforcement of arrest warrant. At that time MW5 was the Branch Manager. He says that the worker coming to know about the arrest warrant, took leave and left the bank and obtained a stay order from the High Court. But the attempt of Amin to execute arrest warrant created a row in the bank. But he admits in the cross examination that Amin had first met him before trying to execute the warrant. He also admits that he had granted leave to the workman on 25-07-2002. He has also a case that the officer who had tried to arrest the workman was not the Amin, but police.

At the same time he admits that prior permission of the Manager was necessary to arrest. But he says that neither police had met him nor was he aware of any criminal case against the worker and the arrest warrant was issued in a civil case. It appears that MW5 mistook Amin for police. There was no occasion for Amin to seek police help to execute the arrest warrant. There is no evidence or case for the management that Amin was accompanied by police. Since Amin was in civil dress and had first met the manager for the purpose of execution of arrest warrant, there was no chance for attracting anybody's attention about the arrest. The liability arose in a civil case. The management, has not been able to point out which Rule or Regulation or instruction or provisions of Bipartite Settlement is breached by the worker by causing an arrest warrant to be issued by a civil court. There is no evidence to show that Amin had been searching for the worker all over the premises of the bank or the worker had resisted the arrest and the Amin had tried to overpower him which created a scene in the bank and the incident was watched curiously by the customers. In the above circumstances I hold that the findings of Enquiry Officer regarding charges 1 and 12 are not based on materials and therefore cannot stand.

10. Charges 2 to 6 relate to a series of acts in respect of the same incident, namely that the workman had gone out without permission during duty, that he was involved in altercation with outsiders, that he had chased his adversaries up to University Guest House, that he had complained to Registrar of University about the incident in University campus. In his official capacity as General Secretary of a political organisation, that he had not obtained permission of bank to become an office bearer of the organization, and that he was imputing to Registrar underhand dealings in allotment of guest house rooms.

11. On the date of the incident on 25-07-2002 MW4 Smt. Sudhamani the Deputy Manager was in charge of the Branch Manager. She says that worker had gone out on that day around noon without her permission. According to the workman (WW1) since the branch was in University office campus staff from different branches used to make requests to enquire about degree certificates, mark lists, examination details etc. of their children. On 25-07-2002 a staff from Kollam Branch had made a similar request to enquire about the migration certificate of his daughter. The workman thus with the permission of MW4 had been to the University on 25-07-2002. However he does not name the staff of Kollam Branch who had made the request and has not cited him as a witness. MW4 says that she had not asked WW1 to enquire about the academic details of any student on that day. If the version of the workman were true he could have found out the staff who had made the request and disclosed his name. There is no evidence to show that the workman had obtained permission to go out on 25-07-2002. The statement of Deputy Manager (MW4) therefore is more probable and believable. The conduct of

the workman leaving the place of duty without permission amounts to neglect of work.

12. Regarding altercation with outsiders the explanation of worker to memo of charges is that when he was on his way to University office to enquire about the migration certificate of a child of a staff of the bank some students had attacked him and manhandled him. His version in the box is that while he was on his way to university office some students belonging to S. F. I. chased by police, had scaled the University compound wall from outside and on seeing the worker and his friend dressed in handloom clothes, attacked them and beat them.

MW4 admits that none of the staff or officers of the bank had witnessed the incident. She came to know of the incident from the workman himself as well as from customers. The workman does not admit that there was any altercation. On the same day of the incident the worker had submitted a complaint to MW4. It was forwarded by her to Zonal office on the next day. That complaint is not produced by the management. On the next day he had sent a complaint to the Registrar of University of Kerala about the incident. Copy of the complaint is contained in Ext. M1 page 5 to 7. The worker has the same version in the complaint about the incident, namely, that he was beaten by S. F. I. students. The very reason why he made a complaint to the Registrar is because of the involvement of students in the incident. Nobody except the management tells about altercation. From where did the management obtain this information is not known. Whereas complaint sent to Registrar and the explanation to memo of charges reveal that there was no altercation, but it was a mob attack without provocation. The reason for the attack is that the worker and his friend were members of congress party. In the circumstances the version of worker alone can be true. The workman therefore, is no way responsible for the incident and he has not committed any act of indiscipline.

13. The next allegation is that he had chased the students to University Guest House. Nobody has seen this part of the incident. But the worker admits that he had been to guest house along with the staff of the guest house. But that is not a misconduct. He had not misbehaved or committed any criminal act in the guest house. The only misconduct that he has committed is that he had gone to guest house during duty hours without permission of the bank for which there is a separate charge as mentioned supra.

14. The next allegation is that he had complained to the Registrar of University about the incident directly. But the case of worker is that the complaint given first to MW4 was not acted upon by her until the next day and that too merely by forwarding it to Zonal office. Hence on 26-7-2002 he made a complaint to the Registrar of University directly. Whatever be the reason the complaint should have been forwarded to the Registrar through

proper channel (the bank), as the incident had happened during duty time. It is a misconduct or breach of any rule of business of the bank or instruction for the running of any department as per Bipartite Settlement.

15. The complaint was sent in his official capacity as General Secretary of "Bharathiya Dalit Congress (I)" and in the letter pad of the organisation (vide page 5 of Ext.M4). The worker admits that the organisation is a Dalit wing of Congress (I) (page-23 of WWI). No permission was sought from the bank before taking charge of the post of an office bearer of an organization of a political party. It is a breach of the rule of business of the bank or bank's instruction as per clause 19.7 (d) of Bipartite Settlement.

16. The next allegation is that the worker had made unwarranted comments in the complaint against officers of the University alleging irregular and illegal allotment of University guest house rooms. The Registrar forwarded the complaint to the Zonal Manager of the bank with an endorsement on the complaint as follows: "I should not be put to trouble by your employees on criminal cases". It appears that Registrar was annoyed by the allegations in the complaint. The worker instead of merely complaining about the incident of assault by students, had tried to tread on Registrar's toes. Since the bank was functioning in University campus, the main customer was the University. It was improper for the worker to have cast aspersions on Registrar or imputing underhand dealings on officers of University in allotting guest house rooms. It is an act prejudicial to the interest of the bank falling within clause 19.5(j) of Bipartite Settlement.

17. Charges 7 to 10 relate to issuance of cheques and dishonor of cheques for want of sufficient funds. Two cheques even dated 20-7-2002 for Rs. 2,000 each were issued by the worker. They were presented on 23-07-2002 for clearance. But they were returned for want of funds in his account. Ext.M1 page-115 is cheque Return Register. It shows that cheque No. 5886 & 8595 were presented in bank on 23-07-2002 and again on 25-07-2002 and were returned for want of sufficient funds in the account. According to the worker the cheques were presented according to the convenience of the creditors. When he came to know that cheques were returned, he met the creditors on the next day and settled the transaction. However subsequent settlement will not exonerate the worker of misconduct. Page 116 of Ext.M1 is copy of statement of account of the worker. It shows that between 17-07-2002 and 30-07-2002 the balance in his account was Rs. 37 — Ps.5 and maximum Rs. 607 Ps.5. Therefore at the time he had issued the cheques there was no sufficient balance. So also when cheques were presented twice on 23-07-2002 and 25-07-2002 there was no sufficient balance. The return of these two cheques were reported to Zonal office and Assistant General Manager by the Branch Manager. Thus he has committed the misconduct of incurring debts to an

extent considered by the management as excessive falling under clause 19.7 (1) of the Settlement.

18. Another cheque No. 5891 dated 31-10-2002 for Rs. 2100 issued by the worker was presented on 11-11-2002 and was returned due to insufficient balance in the account. Page 116 of Ext.M1 contain copy of cheques Returned Register. It shows that the above cheque was presented on 11-11-2002 and was returned for insufficient funds. Page 118 contain copy of statement of account of worker. The balance amount in the account between date of issue and presentation of the cheque is Rs.134 Ps.5 and Rs. 1132 Ps.5 respectively. Pages 8-121 contain copy of letter sent to Assistant General Manager by Branch Manager reporting about return of cheque in question. The answer of the worker to this allegation is that when the cheque was presented though there was no sufficient balance, on the next day the transaction was settled. The misconduct however is already committed.

19. The next allegation is that another cheque No. 5885 dated 20-08-2002 for Rs.10,000 issued by the worker was presented on 19-12-2002, but was returned due to insufficient funds. Page 117 contain copy of cheque returned Register. As per that on 12-12-2002 the cheque was presented and returned with the instruction to present it again. It was presented again on 19-12-2002 and was returned for want of sufficient funds. Copy of statement of account is at page-118. When the cheque was issued the balance as per statement of account was Rs. 64 and when the cheque was presented on 19-12-2002 the balance was Rs.2633 Paise 5. A copy of memorandum contained in page 122 was sent to AGM by Branch Manager informing that the above cheque of the worker was returned for want of sufficient funds. The return of cheque is admitted by the worker. But he says that he was only a surety to an education loan taken by his friend's son and towards security he had issued the cheque (page 33 of WW1). It is not a believable story. A guarantor does not normally issue a cheque. Moreover that friend of worker is not examined. He incurred a debt in excess of his means by this transaction.

20. Charge No.11 and 13 is that he had demanded and accepted bribe of Rs. 45,000 and Rs.50,000 respectively from Shri K. Shaji, Kattakada, Trivandrum and S. Jayakumar, Vedicheckankoil, Trivandrum assuring employment to the former and son of the latter in bank.

21. The worker has denied the allegation both in his explanation to the memoranda of charges as well as in the box. According to the worker Shri Shaji had lent Rs. 25,000 to one Sreekumar who was an employee of State Bank of Travancore and a friend of his. Later Sreekumar was dismissed from service. The worker had guaranteed the loan. So also Sreekumar had borrowed some money from Shri Jayakumar who was known to the worker. One day Jayakumar had approached the worker and had enquired

about Sreekumar. But he denies that he had either accepted money from Shaji or Jayakumar promising job or had issued cheques or promissory notes to any one of them.

22. Regarding transaction with Shri Shaji, a complaint was sent by him to the bank on 19-12-2002, copy of which is Ext. M3 (same document at page 124 of Ext.M1). As per the complaint the workman had promised him job in S.B.T. and accepted a bribe of Rs.45,000 and issued a cheque. Neither employment was given nor money was returned. The complaint is silent about the date of payment of money. But in the box he (MW2) says that on 13-4-2000 Rs. 20,000 was paid and a blank cheque was issued by the worker. Again on 29-4-2000 another sum of Rs. 20,000 was paid. On 5-5-2000 Rs. 5,000 was also paid. When the last payment was made the cheque given on 13-4-2000 was taken back by the worker and filled up for an amount of Rs. 45,000 and was given back to him. Besides a promissory note was also given by the worker. After some time the worker repeatedly demanded back the promissory note. At last he returned the promissory note. Then another cheque for Rs. 45,000 was issued to him by the worker. Those cheques are Exts.M2 and M2(a) both dated 1-1-2003. The dates were written by him at the time of presenting it. But they were returned for want of sufficient funds. Exts.M4 and M4(a) are cheque return memos issued by Vysya Bank. The cheques do not bear the signature of the worker. His admitted signatures in deposition (WW1), claim statement, (page 112 to 114 of Ext.M1) complaint of worker to the Registrar of University dated 26-7-2002, (page 127 of M1) and Employment Certificate issued from bank to the worker dated 6-6-2000, do not tally with the signatures in Exts.M2 and M2(a). According to the worker cheques were issued by Sreekumar and not by him. The worker has no account in Vysya bank. The cheques were drawn on Vysya bank. Shri. Shaji has no case that Sreekumar was involved in the deal with the worker. It is difficult to believe the case of Shaji that the worker had issued a cheque and a promissory note initially and later two cheques for Rs. 45,000 each in consideration of the bribe taken. Shaji admits that he had paid only Rs. 45,000. But he got two cheques for Rs. 45,000 each. It is unreasonable to think that even for the sake of security a bribe taker would guarantee double the amount of debt. It is all the more improbable that a person who takes illegal gratification would dare to create a record of such a transaction. On the other hand the circumstances go to show that the transaction relates to a private finance. There are still more suspicious circumstances to disbelieve the story of Shri Shaji.

23. According to Shaji the complaint (Ext.M3) he had sent to the bank was written by a tea vendor of a tea shop. He deposes that while he was in a tea shop he had enquired whether anybody was available for preparing a complaint. The tea shop owner told him that he would prepare the complaint. According to Shri Shaji the tea vendor was also a document writer and he had sometimes attended the office

of a document writer. At that time Shaji was a graduate (B. Com). Still he sought the help of a tea vendor to write a simple complaint in Malayalam addressing the Branch Manager. It is too good a story to be believed. The complaint itself was given 2½ years after the alleged deal with the workman. He did not lodge a complaint with the police nor did he file a civil suit for recovery of the amount nor did he file complaint under section 138 of the Negotiable Instruments Act before Magistrate Court. He had shelled out Rs.40,000 and had not recovered even a pie. MW6 is the uncle of Shaji. He is spinning a yarn like Shaji regarding the transaction. But he admits that Shaji was told from Vysya Bank that the cheques belonged to Sreekumar and there was no sufficient fund in the account of Sreekumar. This is against the case of Shaji that cheques were issued by worker. Thus the allegation of taking bribe promising to provide employment is not true.

24. Regarding the transaction with Jayakumar, it is stated by Shri. Jayakumar (MW3) that his son Rajeev who had studied upto 10th standard without a job. He came to know through his friend, Jayachandran Nair that the worker could secure a job for Rajeev in Bank. So Jayakumar and his son approached the worker, discussed about the job and gave Rs. 50,000 on 16-08-1999. But job promised was not given. Hence he demanded back the money, but received only a cheque for Rs. 11,000. That cheque was presented but was returned for want of sufficient funds in the account.

25. About the transaction Jayakumar sent a complaint to Bank and copy is at page 41 and 42 of Ext.M 1. The complaint is dated 17-3-2003. The complaint was given to bank 4 years after the transaction. Jayakumar has not lodged any complaint to police. He has not filed any suit to recover the amount. He has not filed a complaint under Section 138 of the Negotiable Instruments Act either. Jayakumar says that the cheque leaf belongs to Sreekumar. In the complaint to the bank nothing is mentioned about the cheque transaction. It is in the box that he is weaving a new story of cheque. Had he given Rs. 50,000 to the worker, he could have got a cheque for the entire amount and not for Rs. 11,000. The alleged cheque for Rs. 11,000 was presented in Vysya Bank and the cheque was drawn on Vysya Bank. The worker had no account in Vysya Bank and hence he could not have issued a cheque to Jayakumar. According to Jayakumar along with his complaint, cheque and disbursement were forwarded to bank. But they are not produced. The whole conduct of Jayakumar coupled with the evidence and circumstances indicate that the case of Jayakumar is not true.

26. Charge No. 14 is connected to charge No. 13. The allegation is that Jayakumar was taken to the houses and offices of certain persons telling him that they were high officials of bank with a view to make him believe that the deal was genuine and the worker could secure the job promised. Since the very story of payment of bribe for

employment itself is fabricated, this allegation should also crumble.

27. The contention of the learned counsel for the management, based on the ruling in Shri. J. D. Jais V. Management of State Bank of India and another 1982 11-LLJ 54, that even hearsay evidence is admissible in departmental proceedings, and hence the testimony of management witnesses about what they heard from others is to be relied on, has no relevance as nobody has tendered any hearsay evidence. The other decision referred by the learned counsel is State of Haryana V. Rattan Singh 1982-1-LLJ 46. It was held by His Lordship V. R. Krishna Iyer J. as he then was, that in a domestic enquiry the strict and sophisticated rule of evidence under the Indian Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. The simple point is, was there some evidence or was there no evidence. Sufficiency of evidence in proof of the findings by a domestic Tribunal is beyond scrutiny. Absence of any evidence in support of a finding is certainly available to the court to look into because it amounts to an error of law apparent on record. Coming to the case on hand except regarding certain minor misconduct, other charges are totally unsupported by evidence as already discussed. The findings of Enquiry Officer to that extent is perverse and cannot stand and requires interference.

For the reasons stated above I hold that the workman is guilty of the first limb of charge No. (2), Charges (3), (4), (6), (7), (8), (9) and (10). All except charge No. (6) are minor misconduct.

28. Point No. 2: The punishments imposed by the Disciplinary Authority are:

- (1) That the CSE is brought down to a lower stage in the scale of pay by two stages, with cumulative effect regarding charges (1), (2), (3), (4) and (5).
- (2) That the next increment due to the CSE be withheld for two years with cumulative effect in respect of charges (6), (7), (8), (9), (10) and (12).
- (3) That the CSE be dismissed without notice on account of charges 11, 13 and 14.

29. I have found that the major charges (11, 13 and 14) for which major punishments were imposed by Disciplinary Authority, are not proved. Hence the punishment of dismissal from service cannot stand and has to be set aside.

30. The only gross misconduct proved is charge No. 6 i.e., making unwarranted comments in the complaint sent to the Registrar of University. The punishment is withholding of increment for 2 years with cumulative effect. The other charges proved are minor misconduct. However the punishment imposed for minor misconduct are bringing down to lower stage in the scale of pay by two stages with cumulative effect and withholding of increment for 2 years

with cumulative effect. They are all major punishments provided in clause 19.6 of 1st Bipartite settlement dated 19-10-1966 and clause- 21 (iv) of 6th Bipartite Settlement dated 14-2-1995. Whereas the punishments that could be imposed legally for minor misconduct are only minor punishments within clause 19.8. They are:

- (a) be warned or censured; or
- (b) have an adverse remark entered against him; or
- (c) have his increment stopped for a period not longer than six months.

Since punishments are clearly not in accordance with Bipartite Settlements they are to be altered. It was submitted by learned counsel for the worker that the management has no complaint against the worker regarding his performance of duty. MW3 was the Branch Manager at the relevant time. Page 10 of his deposition reveals that the management was satisfied with his work and he was obedient to his Superiors. The maximum punishment as per Clause 19.8 is stoppage of increment for a period not exceeding 6 months. That alone is the maximum punishment that can be imposed as per law for first part of charge No.2 and charges (3), (4), (7), (8), (9) and (10). It was urged by the learned counsel for the worker that considering the nature of misconduct and the background of worker and the satisfactory manner in which duty was performed by him, the bare minimum punishment alone is warranted, if at all he is to be punished. On the other hand learned counsel for the management submitted that there is no room for a misplaced sympathy in case of this nature where a series of misconduct are committed by the worker. So far as charge No.(6) is concerned the worker had stepped beyond the pales of propriety by casting aspersions on the officials of University and put the management in an embarrassing position. Considering the nature of that misconduct the penalty imposed by the Disciplinary Authority is reasonable and just and calls for no leniency.

31. The other charges proved are first part of charge No. 2 and charges (3), (4), (7), (8), (9) and (10) and they are minor misconduct. A number of cheques were issued by the worker without keeping sufficient balance in his account. A deterrent punishment is the only check against repetition of the same misconduct. In the circumstances therefore the maximum punishment as per clause 19.8© is just and proper.

32. Point No. 3.—In view of the above findings I hold that the workman is entitled to be reinstated with continuity of service and consequential benefits but without payment of arrears of backwages.

Conclusion

In the result, an award is passed finding that the action of the management in dismissing the workman from service w.e.f. 15-4-2004 is not legal and justified as charges

11,13 and 14 are not proved. He is entitled to be reinstated at the earliest as soon as the award becomes enforceable as per S-17 A of Industrial Disputes Act with continuity of service and consequential benefits, but without payment of backwages. However he is found guilty of first part of charge No. 2, charges 3, 4, 7, 8, 9 and 10 and are liable for the punishment of stoppage of increment for a period not longer than six months as per clause 19.8 © of 1st Bipartite Settlement. He is also guilty of charge No.6 and is punishable by withholding increments for two years with cumulative effect as provided in clause 21 (iv) (d) of the 6th Bipartite Settlement. There is no order as to cost.

The award will come into force one month after its publication in the official gazette.

Typed, corrected and passed by me on this the 11th day of December, 2007.

P. L. NORBERT, Presiding Officer

APPENDIX

Witness for the Workman

WW1 - 14-08-2007 - Sri.C.Ramesan.

Witness for the Management

MW1 - 14-07-2006 - Sri. T. K. Hariharan.

MW2 - 19-12-2006 - Sri. Shaji K.

MW3 - 24-01-2007 - Sri. Jayakumar.

MW4 - 08-03-2007 - Smt. Sudhamani.

MW5 - 21-03-2007 - Sri. K. Prabhakaran Nair.

MW6 - 03-04-2007 - Sri. Anil Kumar.

Exhibits for the Workman

WI - Carbon copy of page No.159 of Enquiry Proceedings.

Exhibits for the Management

M1 - Domestic Enquiry File.

M2 - 01-01-2003 Cheque No. 200857 of Vysya Bank Limited.

M2(a) - 01-01-2003 Cheque No.200858 of Vysya Bank Limited.

M3 - Photostat copy of complaint filed by Sri. K. Shaji, to the Bank Manager, SBT.

M4 - 21-01-2003 Cheque return memo of Vysya Bank, Vazhuthacaud Branch.

M4(a) - 21-01-2003 Cheque return memo of Vysya Bank, Vazhuthacaud Branch.

नई दिल्ली, 8 अप्रैल, 2008

आ.आ. 957.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन को संबन्धित विवादों और उनके कर्मचारियों के बीच, अनुदान में विभिन्न औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम सं. -II बनकाद के संघर्ष (सर्वन संख्या 76/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-2008 को प्राप्त हुआ था।

(सं. एल-12012/3/1996-आई आर(बी.1))

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 957.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 76/1997) of the Cent. Govt. Indus. Tribunal-cum Labour Court No. II, Dhanbad as shown in the Annexure, in the industrial dispute between the management of State Bank of India, and their workmen, received by the Central Government on 08-04-2008.

(No. L-12012/3/1996-IR (B-1))

AJAY KUMAR, Desk Officer

ANNEXURE

REPORT OF THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL (NO. 2)

AT DHANBAD

PRESENT

SHRI NAGENDRA KUMAR, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)

(d) of the I. D. Act., 1947.

Reference No. 76 of 1997

Parties : Employers in relation to the management of State Bank of India, Patna and their workman.

Appearances :

On behalf of the workman : Mr. Anubaj Nayan Choubey, Advocate.

On behalf of the employers : Mr. K. N. Gupta, Advocate.

State : Jharkhand Industry : Banking.

Dated, Dhanbad, the 19th March, 2008

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/3/96-IR(B-1) dated, the 23rd June, 1997.

SCHEDULE

"Whether the action of the management of State Bank of India, Patna in dismissing Sh. Sachchidanand Mishra is justified? If not, to what relief the workman is entitled to?"

2. It appears that the concerned workman had died during the pendency of the reference. A substitution petition of the legal heir of the concerned workman Sachchidanand Mishra was filed and accordingly the prayer

of substitution was allowed. Shri Sachchidanand Mishra out of the heir of the deceased workman was substituted and he filed the Written Statement.

3. The case of the concerned workman as disclosed in the Written Statement is that the concerned workman late Sachchidanand Mishra was appointed as Typist-cum-Clerk in State Bank of India at Calcutta in the year 1974. Thereafter he was transferred to Local Head Office at Patna, Bihar in the year 1979 and since then he was serving to the best of satisfaction to their superior. There was nothing against him, neither any show cause nor any memo was ever issued to him. However, the promotion of the concerned workman was due as he was the senior most in the cadre but the same was not allowed nor any officiating post was given to the concerned workman while the juniors were given. He requested the management in this regard but nothing was done. Then he filed a Writ application before the Hon'ble High Court for promotion and during the pendency of the Writ application he was promoted to the post of Head Clerk. However, due to the reason of filing Writ application the management was biased and vindictive against him and transferred from Exhibition Road Branch to Kankarbagh Branch in the year 1989. It further appears that it has been mentioned of illegal deduction of pay for which the concerned workman took shelter of the court and order for payment was made by the Hon'ble court. The officials of the Bank became biased and started to victimize the concerned workman in various ways i. e. frequent transfer from one branch to another. Details have been mentioned of such transfer. Not only this false and fabricated memos, frivolous and baseless charges against the concerned workman was made and biased domestic enquiry was conducted and inspite of the objection of the concerned workman the documents were relied upon in the enquiry without being proved. Inspite of several requests/objection the original documents were not produced and the Enquiry Officer relied on the photo copy of the document. Even the appeal of the concerned workman was kept pending. The attitude of the management was also clear from the fact that within a week four memos were issued containing the similar charges. Even assuming and accepting that the enquiry was fair the concerned workman does not deserve the capital punishment which led to his death. The concerned workman was mentally tortured so hard that ultimately he lost his life leaving behind his wife and four children. Prayer has been made to set aside the order of dismissal.

4. The W. S.-cum-rejoinder on behalf of the management Bank has been filed. It has been stated that the previous record of service of the concerned workman has never been satisfactory and inspite of repeated warning, sincere counselling and awarding of minor punishment at times, he did not improve himself and continued to commit his misconduct. He was a habitual offender. In the written Statement question has also been raised that the substituted legal heir of the concerned workman is not the only legal heir. The concerned workman had raised frivolous grievances and disputes against the management on several occasions and tried to pressure the management. He had filed a case before the Labour

Court under the Payment of Wages Act claiming certain wages to which he was not entitled to and which was not allowed. He had also filled a Writ application before the Hon'ble Court making grievances against his so-called refusal to promote, non-grant of teller to him and the said Writ application either was dismissed on merit or the same has been *withdrawn*.

5. It has further been stated in para-13 and 14 that in the year 1979 and two departmental proceeding were initiated against the concerned workman on various charges of misconduct and upon taking a lenient view of the matter he was inflicted the following punishments :—

- (i) Punishment of stoppage three increments in February, 1984 while he was posted at Patna Market Branch.
- (ii) Stoppage of two increments while he was posted at Exhibition Road Branch.

The Bank issued a chargesheet dated 28-12-91 against the concerned workman. It was alleged that despite repeated *instruction* of the *manager* (Accounts) of Service Branch he did not care to maintain the Bank's discipline and neglected the work allotted to him. It was also alleged that he left office on 3rd, 4th, 7th, 8th and 9th October, 1991 at 1.00 P.M., 11.30 A.M., 12.30 P.M. 11.30 A.M. and 12.30 P.M. respectively without taking permission from the competent authority of the Branch and also did not attend to the work allotted to him. It was also stated in chargesheet that a suitable notings to the effect of his leaving the office before time was made in the attendance register, but after tampering those he changed his departure times to read as 12.30 P.M. and 2.30 P.M. respectively although he had left office much earlier.

6. A further statement have been made in the Written Statement of the management that reply filed by the concerned workman was not satisfactory and acceptable and accordingly a domestic enquiry was initiated. Both the charges stood proved. The competent authority came to the conclusion that the concerned workman had committed gross misconduct and on consideration of the document (details have been mentioned) and also comments of the concerned workman final order of punishment i.e. dismissal from the Bank services was passed in accordance with the terms of para 521(5)(a) of the Sastry Award as retained by Desai Award and was inflicted upon the concerned workman. A appeal was also filed by the concerned workman before the Appellate authority and after providing opportunity of hearing to the concerned workman the appeal was rejected. It has further been stated that the Bank has taken action against the concerned workman as provided under the rules of the Disciplinary proceeding. Punishment has been awarded after holding a proper and fair domestic enquiry into the charges levelled against the concerned workman.

7. In the rejoinder portion the statement made in para 4 to 11, 13 are said to be matter of record while the statement made in para 12, 14, 15, 16, 17, 18 and 19 it has been stated that the same are not correct and denied. Further it has been stated that the concerned workman is not entitled to get any relief.

8. The concerned workman has filed a rejoinder and it has been stated that the statement made in para-2 is baseless and frivolous statements made in para-3 to 5 are the allegations levelled without any material. The statement made in para-13 to 26 are the matters of record and require to be proved beyond any doubt. The statement made in para -28 is misconceived. Further the statement made in para 33 and 34 which is by way of rejoinder, it has been reiterated that the punishment is not justifiable against the charges levelled against the concerned workman.

9. POINTS TO BE DECIDED

"Whether the action of the management of State Bank of India, Patna in dismissing Sh. Sachchidanand Mishra is justified? If not, to what relief the workman is entitled to?"

FINDING WITH REASONS

10. Before proceeding further it may be mentioned that vide order dt. 10-5-2005 the then Presiding Officer has decided the matter of the fairness and propriety of the domestic enquiry. From perusal of this order it appears that while considering the facts, circumstances and other materials on record relating to the domestic enquiry conducted by the E. O. the Tribunal came to the conclusion that the domestic enquiry conducted by the E.O. against the concerned workman was fair, proper and in accordance with the principle of natural justice. Thereafter the case was fixed for hearing argument on merit.

11. Ld. Lawyer for the concerned workman has vehemently argued that the domestic enquiry conducted by the E. O. was not fair and proper and the charges levelled against the concerned workman have not been proved. He has further submitted that the Enquiry Officer failed to appreciate to take into consideration of the several materials during the course of the enquiry proceeding. In fact, the original documents have not been produced during the enquiry proceeding and the materials like attendance sheet was not before the Enquiry Officer and he relied on photo copy. In fact the officers who were biased against the concerned workman have manufactured the documents, had tampered the attendance document only to show that the concerned workman has interpolated the document and in fact it is not the concerned workman who interpolated document. It is the Bank Officer who were hostile had interpolated the document. Attention was initiated towards Ext. M-5 attendance Register to show as to how the time of arrival and departure were tampered. He has vehemently submitted that such documents have been created by the management only to victimise the concerned workman. He has further submitted that even in the enquiry report the Enquiry Officer has not discussed and examined the various documents and exhibits and simply he had mentioned that the charges have been proved. He has not given any finding specifically and the findings are based on no materials and simply has been said that the charges stand proved. In this connection he has invited attention towards the following portion of the enquiry report.

"Now I am to determine whether the action on the part of Shri Mishra was justified. Under the facts and

circumstances of the case and considering the documents, evidences marked PEX-1 to PEX-13 after critical examination and the deposition recorded by the Prosecution Witnesses PW-1 to PW-5 under Examination-in-Chief and under cross-examination as a whole as well as considering the exhibits DEX-1 to DEX-13 and the version of Shri Mishra as a Defence witness, I am clear in my mind that Shri S. N. Mishra has committed misconduct for which he has been charged.

As a result, my findings is that the charge No. 2 stands proved.

In totality of the enquiry both the charges, i.e. charge No. 1 and Charge No. 2 are proved. This is my findings."

12. Ld. Lawyer for the concerned workman has vehemently argued that there are several decisions of the Hon'ble Court and the Hon'ble Apex Court that this Tribunal can examine all the materials available on record and even the fact can be examined whether the charges levelled against the concerned workman during the enquiry have been proved or not in spite of the fact that earlier domestic enquiry was held fair and proper. However, it may be mentioned that not any judgement of the Hon'ble Apex Court or Hon'ble High Court is support of the contention that once the domestic enquiry was held fair and proper even then this court is competent to see whether the charges have been established or not.

13. On the other hand Ld. Lawyer for the management have vehemently argued that once the domestic enquiry was fair, proper and in accordance with the principle of natural justice this court cannot look into the fact whether the charges have been established or not. This Court is only empowered to see whether quantum of punishment awarded to the concerned workman is justified in the facts and circumstances of the case or not or the concerned workman deserves any other lesser punishment. He has submitted that in accordance with Section 11A of the I. D. Act, 1947 this Court is to examine only the order of discharge or dismissal is justified or not. In support of his contention he has filed a decision reported in 2005 Lab I. C. 1986. He has further submitted that the quantum of punishment awarded to the concerned workman in the facts and circumstances is not excessive. It is in accordance with the law. Hence this reference may be answered accordingly. He has also filed decision reported in 2005(2) Supreme 140, 2005 (1) Supreme 447 and 2006 (2) Supreme 1281.

14. The first question has to be considered whether this court can examine the fact that the charges proved during the course of enquiry proceeding can be examined or not when the domestic enquiry has been found fair, proper and in accordance with the principle of natural justice. In this connection Section 11A of the I. D. Act, 1947 reads as follows:—

"Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, Tribunal or National Tribunal for adjudication and in the course of the adjudication proceedings, the Labour Court, Tribunal or National

Tribunal, as the case may be, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it may think fit or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require."

15. Ld. Lawyer for the concerned workman has vehemently argued that in this case during domestic enquiry the enquiry officer has not considered the material contradictions in the evidence of the witnesses. The original attendance registers were not produced before the Enquiry Officer. The documents were tampered by the Bank Management officials and the same has been taken into consideration by the enquiry officer. He has specially referred PEX-II, copy of the attendance registers but the originals were not produced which caused prejudice to the concerned workman and also caused a wrong finding on this issue. He has submitted that the concerned workman was victimised by the officers of the Bank and this proceeding was initiated only to remove the concerned workman somehow or other. The Bank officers were hostile against this workman and in course of victimisation the concerned workman was transferred from one place to another. He has submitted that in these circumstances the hands of this court is not limited and it can very well re-appraise the evidence and materials produced during the enquiry. He has subsequently filed a decision reported in AIR 1984 Supreme Court 1805 on the point that this court can re-appraise the evidence adduced during the enquiry. He has also referred another decision reported in AIR 1983 Supreme Court 434.

16. Ld. Lawyer for the concerned workman has further submitted that a perfunctory enquiry was conducted by the enquiry officer. He has not considered the evidence and materials on record in accordance with the law. The enquiry report does not discuss and does not show that he has passed reasoned order rather it was full of perversity. The Enquiry Officer has merely written the lines regarding his finding just for coming to the conclusion that the concerned workman is guilty for the charges levelled against him. He has referred the last portion of the enquiry report which reads as follows:—

"Now I am to determine whether the act of the part of Shri Mishra was justified. Under the facts and circumstances of the case and considering the documents, evidences marked PEX-1 to PEX-13 after critical examination and the deposition recorded by the prosecution witnesses PW-1 to PW-5 under Examination-in-Chief and cross-examination as a whole as well as considering the exhibits DEX-1 to DEX-13 and the version of Shri Mishra as a defence witness, I am clear in my mind that Shri S. N. Mishra has committed misconduct for which he has been charged.

As a result, my findings is that the charge No. 2 stands proved.

In totality of the enquiry both the charges, i.e. charge No. 1 & Charge No. 2 are prove. This is my findings."

Referring the above aspect of the enquiry report he has submitted that in this circumstances it is necessary to re-appraise the evidence of the domestic enquiry.

17. On the other hand Ld. Lawyer for the management has vehemently submitted that under Section 11A of the I. D. Act, 1947 this court has only to consider the quantum of punishment as it has already found that the domestic enquiry was fair, proper and in accordance with the principles of natural justice. He has referred to a decision reported in 2005 Lab I. C. 1986 to show that the Hon'ble Jharkhand High Court has been pleased to hold that once the Labour Court found that domestic enquiry was valid and legal it cannot subsequently proceed to record conclusion that the charges against the employee were not proved. He has further submitted that the evidence and materials collected during domestic enquiry as well as the enquiry report shows that legal evidence is on the record and the same was considered, scrutinised and discussed and thereafter the Enquiry Officer submitted a reasoned enquiry report. He has further submitted that it is not a case of no legal evidence as stated by the Ld. Lawyer for the concerned workman where question of re-appraisal of evidence, if any can arise. He has also submitted that the Ld. Lawyer for the concerned workman has pointed out only the last portion of the enquiry report to show that evidence and materials were not considered and scrutinised by the Enquiry Officer. But this is not a fact, the enquiry report runs into 21 pages in which specific details of all the documentary evidence, evidence of the witnesses have been referred. In fact the enquiry report also shows that all the materials of the management and defence have been referred discussed and scrutinised. Thereafter in the concluding portion the Enquiry Officer has come to a finding holding the concerned workman guilty for the charges levelled against him. He has further submitted that the enquiry report as well as the materials available on record with the original attendance Register PEX-I was submitted and PEX-II is the photo copy of the attendance Register. He has submitted that such document is on the record to show that the attendance registers are interpolated. He has further submitted as far as the question of victimisation is concerned the concerned workman has himself produced as defence witness but nowhere he has stated about the specific name of the officer and the manners in which he is said to have been victimised. He has again submitted that in accordance with the provision of I. D. Act as well as the judgement of the Hon'ble High Court and further on the basis of the materials available on record this court has no scope to re-appraise the evidence and materials collected during the course of domestic enquiry when already domestic enquiry has been held valid and legal while deciding preliminary issue.

18. It may again be stated that on 5-10-2005 the preliminary issue regarding validity of the domestic enquiry has been decided and it has been found that the domestic enquiry conducted by the Enquiry Officer was fair, proper and in accordance with the principle of natural justice.

19. While going through the enquiry report it appears that the Enquiry Officer in his report has given details of each and every document. He has further examined and mentioned the evidence and exhibits of the management in details. He has further mentioned details of defence case and every aspect of the case. In his finding portion relating to charge No. 1 he has given details of all the evidence and depositions of the witnesses relating to the matter that charge No. 1 has been established. Similar is the position with regard to charge No. 2. In fact it appears that he has considered the matter from all angles examining and scrutinising all the exhibits, evidence of witnesses and materials available on record and then he came to the conclusion which shows that charge No. 1 and 2 have been established against the concerned workman.

20. In the aforesaid facts and circumstances of the case and considering the submission made by the Ld. Lawyers for both the parties and judgement of Hon'ble Court reported in 2005 Lab I.C. 1986 I am left with no option other than to consider the matter of quantum of punishment only. In this case the following charges were framed against the concerned workman.

- (i) That despite repeated instructions of the Manager Accounts of Service Branch to you, you did not care to maintain the Bank's discipline and neglected the work allotted to you.
- (ii) That you left office on 3rd, 4th, 7th, 8th & 9th October, 1991 at 1.00 P.M., 11.30 A.M., 12.30 P.M., 11.30 A.M. & 12.30 P.M. respectively without taking permission from the competent authority of the Branch and also did not attend to the works allotted to you. A suitable noting to the effect of your leaving the office before time was made in the Attendance Register, but after tempering it, you changed your departure times to read as 5.30 P.M. & 2.30 P.M. respectively although you left office much earlier, as stated above."

In the chargesheet marked as Ext. M-1 reference has also been made that the same will amount to gross misconduct under paragraph 521 (4)(e) and (j) of Sastry Award as retained by Desai Award. The charges are said to be proved against the concerned workman.

20A. Ld. Lawyer for the concerned workman has vehemently argued that the matter relates regarding unpunctual or irregular attendance, (ii) neglect of work, negligence in performing duties which is mentioned in para 521 (6)(b) and 521(6)(c) respectively which shows it is a minor misconduct as mentioned in para 521(6) 19.7. He has submitted that a person who is found guilty for minor misconduct can be warned or censured or have the adverse remarks entered against him or have his increment stopped for a period not longer than six months. Ld. Lawyer for the concerned workman has submitted that at best the concerned workman is guilty for the minor misconduct and in any case it is not a gross misconduct but he has been dismissed from the job which is meant for gross misconduct. He has further submitted that even for the gross misconduct there are provisions like warning, censure, adverse remarks, fine, stoppage of increment etc. but in the instant case he has been dismissed without notice. The maximum

punishment has been awarded to him which is not warranted in the present facts and circumstances. The punishment is shocking. At best the concerned workman should have been awarded punishment provided for minor misconduct. In any case if it is considered the case of gross misconduct dismissal without notice is not the appropriate punishment in the present facts and circumstances of the case. He has submitted that the concerned workman may be awarded lesser punishment.

21. Ld. lawyer for the management has submitted that the charges were framed against the concerned workman for gross misconduct which has been mention in the chargesheet. The Act of the concerned workman was for gross misconduct and not for minor misconduct in accordance with the provision of Bipartite settlement. He has further submitted that the Bank is commercial institution and if the acts committed by the concerned workman is followed by the other workman it will seriously affect the discipline of the Bank which will be ultimately prejudicial to the interest of the Bank and will likely involve the Bank in serious loss. The Bank may not maintain professional relationship with its customer due to retention of such employees. He has also referred decisions reported in 2005 (2) Supreme 140, 2005(1) Supreme 447 and 2006(4) Supreme 281. It may be mentioned here that the Ld. Lawyer for the concerned workman has also filed decisions reported in AIR 1987 Supreme Court 2386, AIR 1989 Supreme Court 3268 AIR 1993 Supreme Court 1197 in support of his contention that the concerned workman is entitled for the relief as prayed for.

22. From perusal of the contents of the Book, the service conditions etc. of State Bank of India employees including 5th Bipartite Settlement it appears that clause 521 A(e) 19.5(e) and clause 521(4)(j) 19.5(j) reads as follows:-

- | | |
|-----------------------------|--|
| Clause 521.4(c)
19.5(e) | • Willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior. |
| Clause 521(4)(j)
19.5(j) | • Doing any act prejudicial to the interests of the Bank, or gross negligence involving or likely to involve the Bank in serious loss. |

From perusal of enquiry report as well as from the documents referred during the enquiry proceeding as well as the evidence of witness including P. K. Roy Choudhury PW-5 shows that duties were allotted to the concerned workman but he neglected the same. The evidence of the management witnesses B. Ganguly, A. K. Chakhiyar, Md. Jumanee as well as P. K. Roy Choudhury and the documents shows that the concerned workman was leaving the office much earlier than the schedule working hours and thus it appears that he was not working in the office as per working hours. Not only this it also appears that the concerned registers have been interpolated/tampered with a view to show that the concerned workman was leaving the Bank Office before the schedule time. This appears to be a serious matter. It is not a simple case that the concerned workman was negligent in his duties and was habitually leaving the Bank Office before the schedule time rather he indulged in

the practice of tampering concerned registers to show that he worked as per office hours. Such act of an employee will naturally encourage other staff to adopt such practice which can seriously affect the working of the Bank which is a commercial and financial institution. It may also affect the relationship of the Bank with its customer which will be ultimately prejudicial to the interest of the Bank and likely to involve the Bank in serious loss. It has also been stated that the concerned workman was not doing the allotted duties which caused wilful insubordination or disobedience of any lawful and reasonable order of the management or of his superior. Thus it appears that the concerned workman is guilty for the gross misconduct and not for the minor misconduct.

23. Now the question arises as to whether the punishment awarded to the concerned workman is justified. The concerned workman has been dismissed from the service. No doubt even for the gross misconduct there are provision for giving other punishment.

24. Ld. Lawyer for the management has submitted that it is not the first instance when the concerned workman committed such misconduct, he committed such misconduct earlier also. He was punished earlier which is mentioned in para -13 of the W.S. of the management. He has submitted that in the year 1979, 1982, two departmental proceedings were initiated against the concerned workman. However, lenient view was taken and accordingly he was awarded punishment of stoppage of three increments in February, 1984 while he was posted in Patna branch. Another punishment of stoppage of two increments while he was posted in Exhibition Road branch was awarded. But in spite of these punishment the concerned workman did not amend himself. There is no question of victimisation. The concerned workman has not stated anything specifically during his evidence in course of enquiry proceeding how and in what manner he has been victimised. Such plea is being taken only with a view for light punishment.

25. From perusal of the record it appears that there is no specific denial by the concerned workman regarding initiation of departmental proceeding on earlier two occasions and punishment awarded as stated by the Ld. Lawyer for the management and mentioned in para-13 of W.S. of management. The punishment awarded is not shocking and harsh in circumstances of the case.

26. It may be mentioned that the facts and circumstances of the case appears to be different than the facts and circumstances mentioned in the other decisions submitted by the parties and accordingly the same are not being discussed in details.

27. In the above facts and circumstances of the case and also considering the submission of both the parties I find that the concerned workman is not entitled for any relief. Accordingly following Award is rendered:-

"The action of the management of State Bank of India, Patna in dismissing Sh. Sachchidanand Mishra is justified. Consequently, Arishikesh Mishra, substituted legal heir of the deceased concerned workman Sachchidanand Mishra is not entitled to get any relief."

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 8 अप्रैल, 2008

पर.अ. 958.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साकथर्न रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारन इन्कालुम के पंचट (संघर्ष संख्या 93/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-2008 को प्राप्त हुआ था।

[सं. एल-41012/168/2001-अर्ब अर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 958.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2006) of the Central Government Industrial Tribunal-cum Labour Court, Ernakulam, as shown in the Annexure, in the industrial dispute between the management of Southern Railways, and their workmen, received by the Central Government on 2-4-2008.

[No. L-41012/168/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

Shri P. L. Norbert, B.A., LL.B., Presiding Officer

(Tuesday the 25th day of March, 2008/5th Chaitra 1930)

I.D. 93/2006

(L.D. 07/2003 of Labour Court, Ernakulam)

Workman/Union : The General Secretary, Southern
Railway men's Union,
Prakash Bhawan, Thirupunithura
By Adv. Shri C.S. Ajith Prakash
Management : The Divisional Personnel Officer,
Southern Railway,
Thiruvananthapuram
By Adv. Shri. A. C. Devy.

This case coming up for hearing on 25-3-2008, this Tribunal-cum-Labour Court on the same day passed the following.

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act, 1947 for adjudication. The reference is:

"Whether the denial of seniority and consequential benefits to Shri T.N. Dinamani, Gangman, Cherthala on par with his juniors by the management of Southern Railway, Trivandrum is justified? If not, what relief the workman is entitled?

2. The facts of the case in brief are as follows:

Shri T.N. Dinamani was working as Gateman at Cherthala of Southern Railway. While so, on account of participation in strike his service along with others was terminated. Later as per the order of the Government all except the workman were reinstated. The workman approached Central Administrative Tribunal and obtained an order in his favour. Thereafter he was reinstated and joined service in the Quilon Division of Southern Railway on 22-12-1994. Later he was empanelled and in a vacancy of Group 'D' at Mavelikkara Section he was appointed as temporary Gangman. However, after appointment the seniority of the workman was not properly fixed by the Railway. He is entitled to get seniority on a par with Smt. M.K. Ammini who was a Gangwoman working at Mavelikkara. Hence the workman approached CAT once again for getting his seniority properly fixed. The Chief Personnel Officer was directed by the Hon'ble CAT to consider the representation of the workman and pass necessary orders. Accordingly the Chief Personnel Officer, Madras considered the representation of the workman and passed an order on 12-8-1997. It was observed in the order that the workman is entitled to get seniority on a par with Smt. M.K. Ammini and directed the Sr. Divisional Personnel Officer, Trivandrum to revise the seniority of the workman so as to bring it equal to the position assigned to Smt. M.K. Ammini. However the Senior Divisional Personnel Officer stated that Smt. Ammini was working in Mavelikkara Section and Shri Dinamani was transferred from Mavelikkara to Alapuzha Section and hence his seniority cannot be revised. According to the workman the said order of Sr. Divisional Personnel Officer is illegal. He is entitled to get his seniority revised.

3. An ex-parte award was passed on 12-4-2007. Thereafter the management filed I.A. 16/2007 for setting aside the award. That was allowed on 6-12-2007. Again the case was posted for evidence. But the management and counsel are remaining absent continuously. The reference was made in 2002. The workman has filed proof affidavit and has produced 3 documents in support of his contentions. Ext.W1 is the order of CAT in OA. 615/97 directing the Railway to consider the representation of the workman regarding fixation of seniority. Ext. W2 is an order of Chief Personnel Officer wherein it is mentioned that his service has been regularized and he was asked to join duty as Gangman at Mavelikkara as per the order dated 15-3-1996. With regard to seniority the Divisional Railway Manager was directed to consider that aspect and bring up his position of seniority in Mavelikkara in Permanent Way Section to a level not lower than the position assigned to Smt. M.K. Ammini or any similar juniors. Ext. W3 is the order of Sr. Divisional Personnel Officer dated 2-3-1998 stating that Smt. Ammini was working as Gangwoman in Mavelikkara Section and workman was transferred to Alapuzha Section and hence seniority on a par with Ammini cannot be fixed. In the proof affidavit the workman has reiterated his contentions in the claim statement. The evidence tendered

by the claimant is unchallenged and the management remains ex parte. The claim of the workman thus stands proved.

4. In the result, an award is passed finding that the workman, Shri T.N. Dinamani is entitled to get his seniority fixed on a par with his juniors and he is entitled to get all consequential benefits. The parties will suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 25th day of March, 2008.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Workman/Union

WW1 - Shri. T. N. Dinamani (Affidavit)

Witness for the Management - Nil.

Exhibits for the Workman/Union

W1 - Certified copy of order in O.A. 615/97 dated 16-6-1997 of the CAT, Ernakulam Bench.

W2 - Letter No. P.363/I/CN/MS/Law/606 dated 12-8-1997 issued by chief Personnel Officer to the workman.

W3 - Photostat copy of letter No. V/P 536/I/vo1. XI dated 2-3-1998 issued from Divisional Office to the workman.

Exhibits for the Management - Nil.

नई दिल्ली, 8 अप्रैल, 2008

आ.आ. 999.—औद्योगिक विवाद विधिविनियम, 1947 (1947 का 14) की धारा 17 के अनुसार मैं, केंद्रीय सरकार सेंट्रल सी. रि. एम्ब. सी. ई. के प्रशासक के संयुक्त निष्पक्षकों और उनके कार्यकर्ताओं के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकारण, त्रिस्तरीय के संकट (सर्वप्रथम संकट 01/2003) को प्रकाशित करता है, जो केंद्रीय सरकार को 8-4-2008 को प्राप्त हुआ था।

[सं. एल-42012/73/2002-आई अर(सीएम-II)]

अजय कुमार गौर, डेस्क अधिकारी

New Delhi, the 8th April, 2008

S.O. 999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 01/2003 of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the management of Central Sericulture Research & Training Institute, and their workman, received by the Central Government on 8-4-2008.

[No. L-42012/73/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated : 18th March, 2008

PRESENT

Shri A.R. SIDDIQUI, PRESIDING OFFICER

C.R. No. 01/2003

I PARTY

Shri M. Basavaraju,
C/o. Shri S.V. Nagendra,
Advocate,
Kalyana Bhavan,
Thyagaraja Road,
Mysore,
MYSORE-570004

II PARTY

The Director,
Central Sericulture
Research and
Training Institute,
Srirangapatna,
Mysore, Vadi Road,
Mysore,
MYSORE-570008

AWARD

1. The Central Government by exercising the powers conferred by clause (6) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/73/2002-IR (CM-II) dated 26th December, 2002 for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the management of Central Silk Board (CSRTI) in removing the workman Shri M. Basavaraju from services is legal and justified? If not, to what relief the workman is entitled to?"

2. A charge sheet dated 14-11-1993 came to be served upon the first party in the following terms:

Charge Sheet

That Shri M. Basavaraju, TSFW (U/S) while working as TSFW in the farm management and economic section of CSR&T, Mysore since 1-9-1994 has stolen a GI Pipe belonging to the Institute on 5-12-1994 at 10.00 P.M. The above act of Shri M. Basavaraju, TSFW constitutes a serious misconduct on his part and thus he failed to maintain absolute integrity and honesty. Hence the charge.

"That Shri M. Basavaraju, TSFW EPF No. 241 while working as TSFW in the farm management and economic section of CSR & TI, Mysore since 1-9-1994 has committed a serious misconduct and stolen the employer's property on 5-12-1994 at about 10.00 P.M. he was caught redhanded of the Institute by the Security guards viz. Shri Gurumiddah and Shri Gopalaram who were on duty when he was found dishonestly removing a GI pipe costing about Rs. 2,000 belonging to the Institute the said was kept in the new land for irrigation purpose. Shri M. Basavaraju, TSFW caught red handedly by the security guards of the institute and handed over to the police for his criminal involvement in the institute premises. Therefore, it is evident that Shri Basavaraju, TSFW EPF No.241 (U/S), Mysore has stolen the Employer's property and thus committed a serious act of misconduct which is prejudicial to the interest of the institute. Hence the charge."

3. There being no reply to the charge sheet by the first party, a departmental enquiry was conducted against him and on the conclusion of the enquiry, enquiry report was submitted holding him guilty of the aforesaid charges. Thereupon enquiry report was sent to the first party along with the show cause notice on 30-3-1998 and once again not receiving any reply from the first party he was dismissed from service by passing the impugned punishment order.

4. The first party by way of his claim statement challenged the enquiry proceedings as not conducted in accordance with the principles of natural justice and the enquiry findings as not based on the sufficient and legal evidence. The first party contended that during the course of enquiry the competent and material witnesses namely Shri Gurusiddaiah and Shri Gopalaswamy working as security guards and said to have caught him red handed while committing the theft of the property belonging to the management have not been examined and whereas, the enquiry officer relying upon the hearsay evidence of some other witnesses and some police records held the first party guilty of the charges. Therefore, the enquiry findings suffered from perversity. The first party contended that the first information report and the statements recorded by the police which have been considered by the enquiry officer in holding him guilty of the charges were not the documents relevant and the evidence sufficient to hold him guilty of the charges. Therefore, the enquiry report is not based on sufficient and legal evidence and therefore, the enquiry findings are liable to be set aside. The first party also contended that the impugned punishment order passed based on the above said findings of the enquiry officer as illegal and unjust and therefore, is liable to be set aside.

5. The management by its counter statement, while not disputing the fact that the first party was working with it as a casual labourer w.e.f. 4-9-1987 and was confirmed in service as time scale farm worker since 1-9-1992 however, contended that the first party was caught red handed by the security of the management while he was trying to steal some materials belonging to the management, which incident happened on the night of 5-12-1994. The management then contended that after conducting the formalities, a criminal complaint was lodged against the first party for the act of theft and an FIR was filed with the concerned police station. In the meanwhile a charge sheet was issued to the first party on 14-11-1995 and there being no reply to the charge sheet DE was conducted and it is after the conclusion of the enquiry, enquiry report was submitted holding the workman guilty of the charges. The management further contended that enquiry report dated 23-3-1998 was furnished to the first party along with the show cause notice on 30-3-1998 and there being no reply from the first party he was dismissed from service keeping in view the seriousness of the misconduct committed by him. Therefore, the management contended that enquiry conducted against the first party is fair and proper and the enquiry report holding him guilty of the charges is based on sufficient and legal evidence and in the result, the dismissal order passed against him is just and legal.

6. Keeping in view the respective contentions of the parties with regard to the validity and fairness or otherwise of the enquiry proceedings this tribunal on 1-9-2004 framed the following Preliminary Issue:

“Whether the DE conducted against the first party by the second party is fair and proper?”

7. During the course of trial of the said issue the management examined the enquiry officer as MW1 and got marked 9 documents at Ex. W1 to W9. The first party examined himself as WW1 and in his cross examination a document at Ex. W10 was marked. After hearing the learned counsels for the respective parties, this tribunal by order dated 27-11-2006 answered the above said issue in favour of the management recording a finding to the effect that the DE held against the first party is fair and proper. Thereupon, I have heard the learned counsels on merits of the case i.e. on the point of alleged perversity of the findings and the quantum of the punishment and posted the case this day for award.

8. Learned counsel for the first party, by filing the written arguments has challenged the enquiry findings as well as the dismissal order. He contended that the enquiry findings suffered from perversity as they were not based upon any direct or circumstantial evidence to connect the first party with the guilt. He took the court through the findings of the enquiry officer to prove his point that the evidence either oral or documentary relied upon by the enquiry officer was neither sufficient nor legal as the witnesses examined for the management were not the eye witnesses who had seen the first party committing the theft or making an attempt to commit the theft of the property belonging to the management. He stressed on the point that the aforesaid Shri Gurusiddaiah and Shri Gopalaswamy, security guards said to have caught the first party red handed while committing theft of the G.I Pipe belonging to the management were not examined and therefore, the enquiry officer was not justified in just relying upon the reports made with regard to the theft and the hearsay evidence of the witnesses examined before him in holding the workman guilty of the charges. He also contended that with regard to the theft in question a police complaint was lodged and after due trial of the prosecution, the first party has been honourably acquitted by the competent Magistrate court by judgment dated 20-2-1999 and therefore, the dismissal order passed against the first party subsequent to the above said judgement passed by the criminal court is liable to be set aside on this count itself.

9. Learned counsel representing the management was not available when the matter was taken up for arguments on several dates of hearing. Now, therefore, in the light of the aforesaid finding recorded by this tribunal answering the abovesaid preliminary issue in favour of the management that the enquiry conducted against the first party is fair and proper, the only two questions which come up for consideration would be—

- (i) "Whether the enquiry findings suffered from perversity and if not,
- (ii) The punishment of dismissal passed against the first party was not proportionate to the gravity of the charges of misconduct committed by him."

10. On going through the records, more particularly, the very findings of the enquiry officer I find substance in the arguments advanced for the first party that the charge of misconduct of theft levelled against the first party has not been substantiated by sufficient and legal evidence during the course of enquiry conducted against the first party. After having discussed the documents produced by the management as well as the oral testimony of the management witnesses, the learned enquiry officer has recorded his reasonings and findings on pages 6 and 7 of the enquiry report running as under:

"Shri Gurusiddaiah and Shri Gopalaswamy, Guards of GSB, Mysore have caught Shri M. Basavaraju red handed when he was carrying away a GI Pipe from office premises on 5-12-1994 (night). Shri Mahesh Kumar, Security Supervisor as per the information of Dr. C.K. Kamble, Joint Director, I/C of Security has complained to Sub Inspector, Vidyanayapuram Police Station and filed the FIR with PS Cr No. 206/94, dated 6-12-1994 under section 379 of Indian Penal Code. Shri Basavaraju denies the charges of theft made by the Security persons and the Joint Director but he has not given any reasons and also there is no defence witness supporting his denial. The Sub Inspector in his subsequent letter dated 11-7-1995 has given the details of crime committed by Shri M. Basavaraju, during the course of investigation it was revealed the offence under Section 381 Indian Penal Code. Hence the charge sheet has been submitted to judicial magistrate court, Mysore and the case is under trial. Shri Basavaraju says that the case filed in Police station is on false grounds but not able to substantiate. In addition to FIR filed and report of Sub-Inspector documentary evidence given by Shri Mahesh Kumar and Dr. C.K. Kamble, supports the involvement of Shri Basavaraju in the theft. Dr. C.K. Kamble, JD both in his oral evidence and letter informed the involvement of Shri Basavaraju in the theft. Further he has also complained that Shri Basavaraju has committed 2-3 times minor theft in the department previously and he has warned by him. Though the previous character is not important in the criminal cases the present offence is confirmed. Three prosecution witnesses viz. Mahesh Kumar, Gurusiddaiah and Gopalaswamy did not attend the hearing in spite of sufficient correspondence. Hence the documentary evidence given by them in their letters and FIR seem sufficient to draw the conclusion on the involvement of Shri Basavaraju in the theft. All the required documents were given to the charged labour and sufficient time

was also given to prepare himself to attend the inquiry, the allegation that the principles of natural justice was not followed in the proceeding is far from truth. Shri Basavaraju did not give any reason or documents in support of his claim that the department has put the blame of theft on his maliciously. By considering the oral and documentary evidence and statements made by Presenting Officer and charged labour it is clear that the charges levelled against Shri Basavaraju have been proved beyond doubt".

10. Therefore, from the perusal of the aforesaid findings/reasonings, it is crystal clear that the learned enquiry officer while holding the first party guilty of the charges of misconduct in committing theft of the property belonging to the management, mainly relied upon some reports given by the officers of the management namely Shri Mahesh Kumar and Dr. C.K. Kamble and the report of the Sub Inspector of the Police in addition to the FIR issued against the first party. It is seen from the aforesaid reasonings that the prosecution though had cited the above said Shri Gurusiddaiah and Shri Gopalaswamy as their witnesses but they were not examined during the course of enquiry. It is very interesting rather strange to note that despite the said two competent material witnesses who could have spoken to the alleged theft being committed by the first party, were not examined during the course of enquiry and much less no other witness was examined to speak to the fact that the first party was caught red handed in committing the theft simply relied upon some hearsay evidence and the reports made to the authorities concerned with regard to the theft alleged to have been committed by the first party. Those reports undisputedly were made on the basis of the reports of the commission of theft by the first party by the aforesaid security guards and therefore, when they themselves were not examined, the then learned enquiry officer was not justified in holding the first party workman guilty of the charges mainly on the basis of the aforesaid reports and the report said to have been made by the Sub Inspector of the police prepared during the course of his investigation against the first party. That apart as noted above, there was a criminal complaint made against the first party by the management and after having registered the case against the first party under Section 381 IPC, Charge Sheet was filed against the first party before the competent magistrate court. After due trial of the said case the first party was acquitted honourably by the said court. From the perusal of the judgment copy produced before this court and marked at Ex. W1, it can be very well gathered that the prosecution did not substantiate the charge of alleged theft against the first party by producing the material and competent witnesses namely Shri Gurusiddaiah and Shri Gopalaswamy. Learned Magistrate while rendering a finding of acquittal against the first party recorded his reasonings at para 11 of the said judgment running as under:

"The evidence of PWs 1 & 4 reveals that the Gurusiddappa and Gopalaswamy are the witnesses

witnesses in this case. Gopalswamy PW3 has not stated before court that he arrested the accused while he was taking away the pipe. PW1 stated that he received information on 5-12-1994 at 10 PM. PW3 stated that security people told him at 6 PM that the accused was arrested on 5-12-1994 at 10 PM, why they did not produce him before PW1 who was on duty in the same place. Gurusiddappa is not examined even sufficient opportunity was given. MO.1 is 20 feet length pipe and it is bigger in size. The lifting of the same from the premises of CSRTI itself creates doubt in the prosecution store. Because it cannot be easily taken away by any person. The said pipe being lengthy and heavy requires some sort of force, which cannot be easily taken away by any person. Then how the said story of the prosecution has to be believed. PWs. 1 and 4 were only hearsay witnesses. Gopalswamy has not deposed that he saw the accused taking away the pipe. Gurusiddappa who is a material witness is not examined. So, the evidence on record do not establish that the accused was lifting away the pipe with intention to take it for his unlawful gain. For the above reasons held, prosecution failed to prove the guilt of the accused beyond reasonable doubt. Accordingly, I answer point No.1 in the negative and Point No.2 as per the final order.

11. Therefore, from the reading of the above said passage of the judgment it becomes crystal clear that the learned magistrate rejected the evidence of the two witnesses namely said Mahesh Kumar and said Kambli holding that their evidence was hearsay evidence and that said Shri Gurusiddaiah and Shri Gopalswamy who were material witnesses were not examined by the prosecution. Accordingly, the learned magistrate as noted above, came to the conclusion that there was no evidence on record to establish that the accused (the first party) was lifting away the pipe with intention to take it for his unlawful gain. The learned magistrate further held that the prosecution failed to prove the guilt of the first party beyond reasonable doubt. Therefore, when the competent magistrate court itself did not attach any credence to the evidence led by the prosecution during the course of trial, it was very strange when the learned enquiry officer based his findings on the so called report and the statement prepared by the police sub Inspector during the course of investigation before he filed the charge sheet in the court. In the result, and the reasons foregoing, there cannot be any hesitation in the mind of this tribunal to come to the conclusion that the findings of the enquiry officer suffered from perversity and therefore are liable to be set aside. It is further to be noted that despite the judgement by the competent court rendered on 22-2-1999 the disciplinary authority in this case relying upon the aforesaid finding of the enquiry officer passed the impugned punishment order on 20-8-1999 i.e.

after about six months of the judgment rendered by the competent magistrate court acquitting the first party honourably from the charge of theft levelled against him. Therefore, dismissal order passed on the aforesaid findings is liable to be set aside not only for the reason that the findings were not based on sufficient and legal evidence but also for the reason that the first party was acquitted of the charge of theft levelled against him much earlier to the dismissal order passed against the first party. Therefore, dismissal order is liable to be set aside as illegal unjust and void ab initio.

12. Now, the next question to be considered would be the relief to be granted to the first party. Since the dismissal order passed against the first party is held to be illegal and unjust, the natural corollary would be his reinstatement in service.

13. Coming to the question of back wages and other benefits, it is to be noted that the first party though was dismissed from service by order dated 20-8-1999 appears to have raised the dispute with the conciliation authority concerned, somewhere, in the year 2002 as could be evident from the date of reference of this tribunal. Therefore, he cannot be given any relief with regard to the back wages for the period from the date of the dismissal till the date of the reference to this tribunal made on 31-12-2002.

14. Now, the next question would be as to what the extent the back wages to be granted to the first party. Though the first party before this tribunal was given opportunity to give his evidence on the point of gainful employment but failed to utilize the said opportunity. In the result, we have no evidence before this tribunal as to whether the first party was doing any employment during the period he was out of the service of the management. At the same time the management also has not produced any evidence before this tribunal to suggest that the first party has been gainfully employed during the period he was away from the management. Therefore, having regard to the latches both on the part of the first party as well as on the part of the management, it appears to me that ends of justice will be met, if the first party is awarded 50 per cent of the back wages from the date of the reference i.e. w.e.f. 1-1-2003 till the date of his reinstatement in service with all other consequential benefits including the benefit of continuity of service. Hence the following award:

AWARD

The management is directed to reinstate the first party into its services with 50% of the back wages w.e.f. 1-1-2003 till the date of his reinstatement with continuity of service and all other consequential benefits. No costs.

(Dictated to PA, transcribed by her corrected and signed by me on 18th March, 2008)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, ९ अप्रैल, २००८

कर.अ. ९६०.—औद्योगिक विवाद अधिनियम, १९४७ (१९४७ का १४) की भांश १७ के अनुसार में, केन्द्रीय सरकार श्री जी. सी. एल. के प्रबंधन के संबंध निकेशकों और उनके कार्यकर्तों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सी. II), कान्हाई को प्रकाश (संदर्भ संख्या १७२/२०००) को प्रकाशित करती है, जो केन्द्रीय सरकार को ९-४-२००८ को प्राप्त हुआ था।

[सं. एल-२००१२/४६५/९९-आई अर (सी-१)]

सोहं लता जावस, डेस्क अधिकारी

New Delhi, the 9th April, 2008

S.O. ९६०.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 172/2000) Central Government Industrial Tribunal (No. II) Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 09-04-2008.

[No. L-20012/465/99-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD**

PRESENT

SHRI NAGENDER KUMAR, Presiding Officer.

In the matter of an Industrial Dispute under Section 10

(1) (d) of the I. D. Act., 1947.

Reference No. 172 of 2000

PARTIES: Employers in relation to the management of
M/s. BCCL and their workman.

APPEARANCES:

On behalf of the Workman : None

On behalf of the employers : Mr. D. K. Verma,
Advocate.

State : Jharkhand Industry : Coal.

Dated Dhanbad, the 24th March, 2008.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/465/99 (C-I), dated, the 29th November, 2000.

SCHEDULE

"Kya Rashtriya Colliery Mazdoor Sangh ki mang ki Shri Kanhai Dhobi, night guard, Madhuban D. G. station, BCCL, key ashrita damad Shri Ramesh Rajak ko anukampa aadhar par niyukti dee jaye, uchit evam naya sangat hain ? yadi han to karmkar ahaba unkey ashrit kis laav key patra hain ?"

2. The case of the concerned workman in short is that Kanhai Dhobi was working as Night Guard at Madhuban D. G. Station of M/s. BCCL. He was performing work with entire satisfaction of the management. One Sri Ramesh Rajak his dependent son-in-law was requested the management to offer employment under the provision of NCWA. From the statement made in Written Statement it appears that Ramesh Rajak has demanded employment on the ground of permanent disablement of Kanhai Dhobi but the same was not considered by the management. The demand of the union for employment to the dependent of Kanhai Dhobi is proper, legal and justified in accordance with the provision of NCWA.

3. From W. S.-cum-rejoinder submitted on behalf of the management it appears that the application for employment of the son-in-law of Kanhai Dhobi was made after a delay of two and half years. Kanhai Dhobi was declared medically unfit on 28-1-94. No explanation has been given as to why the application was made after such a long delay. In the facts and circumstances, Ramesh Rajak the son-in-law of Kanhai Dhobi is not entitled for employment under compassionate ground after lapse of long years.

4. In the rejoinder portion statement made in W. S. by the concerned workman in para 4, 9, 10, 11, 12 have been denied. About para 2, 3, 4, 9, 10, 11 and 13 it has been stated that either the same are matter of record or not relevant.

5. It appears that on behalf of the concerned workman/sponsoring union no any further rejoinder has been filed.

6. POINTS TO BE DECIDED

"Kya Rashtriya Colliery Mazdoor Sangh ki mang ki Shri Kanhai Dhobi, night guard, Madhuban D. G. station, BCCL, key ashrita damad Shri Ramesh Rajak ko anukampa aadhar par niyukti dee jaye, uchit evam naya sangat hain ? yadi han to karmkar ahaba unkey ashrit kis laav key patra hain ?"

7. Finding with reasons

In spite of giving several opportunities the concerned workman/sponsoring union has not produced any witness and any document in support of his claim. The burden of proof rests upon the concerned workman/sponsoring union to prove his case. Thus there is no material on record to hold that Ramesh Rajak, the dependent son-in-law of Kanhai Dhobi, Night Guard, Madhuban D. G. Station, BCCL is entitled for employment as prayed for. In the result, the following Award is rendered :—

"Rashtriya Colliery Mazdoor Sangh ki mang ki Shri Kanhai Dhobi, night guard, Madhuban D. G. station, BCCL, key ashrita damad Shri Ramesh Rajak ko anukampa aadhar par niyukti dee jaye, uchit evam naya sangat Nahi Hain. Atta karmkar ahaba unkey ashrit kis laav key patra nahi Hain ?"

NAGENDRA KUMAR, Presiding Officer

From perusal of the proceedings of the inquiry it becomes quite obvious that 6 witnesses have deposed against the delinquent. It is found proved that the delinquent driver was in a drunken state. It is also proved that he asked Ma. Philip to sit by his side and when she refused he dropped her on the main road. It is also found proved that the workman disobeyed the orders of his superiors and he left the premises without punching his card.

The workman has committed act of moral turpitude. He has misbehaved with the lady staff in a drunken state. He has dis-obeyed the orders of the superiors, so the punishment is not harsh and shocking to conscience of the court.

The reference is replied thus:

The action of the management of Air India, New Delhi in dismissing Sh. Mukesh Kumar, Driver vide management's order dated 17-08-1990 is justified. The workman applicant is not entitled to get any relief prayed for.

The award is given accordingly.

Date 24-3-2008

R. N. RAI, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2008

क.आ. 963.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार (यै. बी. सी. सी. एल. के प्रबंधन) के संबंध निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. II), धनबाद के पंचाट (संदर्भ संख्या 232/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-2008 को प्राप्त हुआ था।

[सं. एल-20012/527/98-आई आर. (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 9th April, 2008

S.O. 963.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 232/90) of the Central Government Industrial Tribunal (No. II) Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 9-4-2008.

[No. L-20012/527/98-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL (NO-2)

AT DHANBAD.

PRESENT

SHRI NAGENDER KUMAR, Presiding Officer.

In the matter of an Industrial Dispute under Section 10

(1) (d) of the I. D. Act, 1947

Reference No. 232 of 1999

PARTIES: Employers in relation to the management of Sijua Area of M/s BCCL and their workman.

APPEARANCES:

On behalf of the Workman : Mr. J. N. Das,
Advocate.

On behalf of the employers : Mr. D. K. Verma,
Advocate.

State: Jharkhand Industry: Coal.

Dated, Dhanbad, the 20th March, 2008.

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10 (1) (d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their order No. L-20012/527/98 C-I dated, the 17th May, 1999.

SCHEDULE

"KYA LOYABAD COLLERY B.C.C.L. DWARA SHRI DUKHAN MAHATO PUMP OPERATOR KO 1-7-97 SEY, UNKO FORM B MEYN DEE GAI JAN MTARIKH KEY ANUUSAR, SEVA NIVRIT KIYA JANA SAMAYAPURVA SEVA NIVRITI HAIN ? YADI HAN TO KARMKAR HIS SAMBANDHMEY KIS RAHAT KEY PATRA HAIN ?"

2. The case of the concerned workman in short is that a public notice was pasted at the pit top in which the name of Dukhan Mahato, Pump Operator appeared that his service will be terminated from 1-7-97. His father's name was mentioned as Narayan Mahato in place of Rupa Mahato which caused confusion. He approached the management through the union which was confirmed that he is going to superannuate on 1-7-97. The matter was taken up by the union with the General Manager (P) who told that the stand will not be changed and the services of Shri Mahato will be terminated from 1-7-97. As per statutory record i.e. I. D. Card register and service excerpts the date of birth of the concerned workman has been written as 1947. Due to confusion the name of Dukhan Mahato has appeared in the list of workers to be superannuated in utter violation of the Standing Orders. The matter was to be taken up with the RLC (C) Dhanbad but he was not in the station. The services excerpts contains the date of birth in respect of this workman as 1947 and date of employment as 9-4-1971 and then he should have been retired from service in the year 2007. This is a case of manipulation by the management. Prayer has been made to pass an Award for reinstatement of the concerned workman in service with full back wages and other amenities.

3. On behalf of the management W. S.-cum-joinder has been filed which shows that a Form B Register in respect of the concerned workman was maintained. This is a statutory register which shows that the date of birth of

the concerned workman recorded as 1937 and accordingly notice of superannuation of the concerned workman was issued w.e.f. 1-7-97. Since the concerned workman attained the age of superannuation i.e. 60 years in the year 1997, therefore, the management superannuated him.

4. In the rejoinder portion it has been stated that para 6,7 and para 9 to 12 of the W.S. of the workman are not correct. About other paras it is said either the same are matter of record and not relevant. Prayer has been made to hold that the superannuation of the concerned workman is legal and justified and the concerned workman is not entitled for any relief.

5. A rejoinder has also been filed by the concerned workman explaining the details as to how his name has been wrongly appeared as the person who is going to superannuate from 1-7-97. He has further explained that the concerned workman will attain the age of 60 years on 1-7-2007 and not on 1-7-97. Prayer has been made to pass Award in favour of the concerned workman.

6. POINTS TO BE DECIDED

"KYA LOYABAD COLLIERY B.C.C.L. DWARA SHRI DUKHAN MHATO PUMP OPERATOR KO 1-7-97 SEY, UNKO FORM B MEYN DEE GAI JAN-MTARISH KEY ANUUSAR, SEVA NIVRIT KIYA JANA SAMAYAPURVA SEVA NIVRITI HAIN ? YADI HAN TO KARMKAR IIS SAMBANDH MEY KIS RAHAT KEY PATRA HAIN ?"

7. FINDING WITH REASONS

From perusal of record it appears that several opportunities were given to the concerned workman to produce evidence but he did not take step to produce any witness or to get the documents exhibited. It further appears that application was by the Ld. Lawyer for the concerned workman and prayer was made to pass a 'No dispute' Award.

The onus lies on the concerned workman to prove his case but he has failed to produce any witness or got the document exhibited. It appears that he has not been able to establish his case. It also appears that as per information furnished by the Ld. Lawyer the concerned workman has died and it appears that no prayer has been made for substitution. In the circumstances, a 'No dispute' Award is passed in this case presuming non-existence of any industrial dispute between the parties.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2008

का.आ. 964.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ये. बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1), धनबाद के पंचाट (संदर्भ संख्या 208/2000) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-2008 को प्राप्त हुआ था।

[सं. एल-20012/16/2000-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 9th April, 2008

S.O. 964.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 208/2000) of the Central Government Industrial Tribunal (No.1) Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B. C. C. L. and their workman, which was received by the Central Government on 09-04-2008.

[No. L-20012/16/2000-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO-1), DHANBAD

In the matter of reference under Section 10 (1) (d) of the I. D. Act., 1947.

Reference No. 208 of 2000

PARTIES: Employers in relation to the management of Kustore Area of M/s BCCL and their workman.

PRESENT

SHRI NAGENDRA KUMAR, Presiding Officer

APPEARANCES

On behalf of the Management : None

On behalf of the Workman : Shri Bhola Nath Yadav,
Concerned workman.

State : Jharkhand

Industry : Coal.

Dated 27th March, 2008.

AWARD

By order No. L-20012/16/2000 (Coal-I) dated 24-7-2000 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:-

Schedule

"क्या भारत कोकिंग कोल लिमिटेड के कुस्तौर, क्षेत्र के राजापुर ओपेन कास्ट प्रोजेक्ट (R.O.C.P.) साठव भरीया के प्रबंधन द्वारा कर्मकार श्री भोला नाथ यादव को आटोहेल्पर के पद पर नियमित एवं बदनामित न करना एवं कर्मचारी को उसके किए गए कार्य की श्रेणी के वेतनमान को न देना बिधिक एवं न्याय की दृष्टि से उचित एवं ठीक है? यदि नहीं तो कर्मकार किन लाभों के हकदार हैं?"

After having received the Order No. L-20012/16/2000 (Coal-I) dt. 24-7-2000 the aforesaid reference from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute a reference case No. 208 of 2000 was registered on 7-8-2000 and accordingly Sri T. P. Jha, Advocate appeared and filed Written Statement on behalf of sponsoring Union.

From the perusal of the order sheet of the record it transpires that both the parties have filed their written statements & rejoinder in support of their claim. From the side of the management as well as workmen few Xerox copies of documents as also been filed and the case was placed to adduce evidence by the management.

On 26-3-2008 a petition signed by Sri Vijay Kumar Yadav, Secretary of sponsoring Union alongwith one xerox copy of Identity card duly signed by Sri Bhola Nath Yadav, Workman concerned, who was present in the Tribunal personally and submitted that the demand raised by him. Sponsoring Union has already been fulfilled by the management and as such he does not intend to contest their case further.

He has also prayed that in view of such development in this case a NO DISPUTE Award may be passed.

In view of such it is ordered :—

ORDER

That let a "NO DISPUTE" AWARD be and the same is passed. Send the copies of the Award to the Govt. of India, Ministry of Labour & Employment, New Delhi for information and needful. Reference is accordingly disposed off.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 9 अप्रैल, 2008

का.आ. 965.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार में, ओ. एन. जी. सी. के प्रबंधन के संग्रह नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 39/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-2008 को प्राप्त हुआ था।

[सं. एल-20040/38/95-आई आर (सी-1)]

स्नेह लता जावास, डेस्क अधिकारी

New Delhi, the 9th April, 2008

S.O. 965.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/96) of the Central Government Industrial Tribunal Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. O.N. G. C. and their workman, which was received by the Central Government on 09-04-2008.

[No. L-20040/38/95-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 39 of 1996

PARTIES: Employers in relation to the management of Oil and Natural Gas Commission and their workmen.

PRESENT

Mr. Justice C. P. MISHRA, Presiding Officer

APPEARANCES

On behalf of the Management : Mr. S. K. Karmakar, Advocate.

On behalf of the Workmen : None

State : West Bengal. Industry : Oil & Natural Gas.

Dated : 24th March, 2008.

AWARD

By Order No. L-20040(38)/95 IR (Coal-I) dated 2-12-1996 the Central Government in exercise of its powers under Section 10 (1) (d) and (2A) of the Industrial disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the demand of ONGC Workers Association for payment wages, allowance to the casual/contingent workers at par with regular workman of corresponding categories of ONGC is justified? If so, to what relief are the workmen entitled?"

2. When the case is called out today, none appears for the workmen, nor any step is taken on their behalf to proceed with the matter. Learned Advocate for the management, however, is present and states that none is appearing on behalf of the workmen since long so that the matter can be proceeded with and therefore it is clear that the workmen are no longer interested in the matter and as such the case may be disposed of by passing a "No Dispute" Award. It appears from the record that no step is taken on behalf of the workmen to proceed with the matter since 11.10.2004 inspite of service of several notices. It is accordingly clear that the workmen are no longer interested in the matter.

3. Since the workmen are not interested to proceed with the matter and the management also is in favour of disposal of the matter by passing a "No Dispute" Award, this Tribunal has no other alternative but to dispose of the matter by passing a "No Dispute" Award. A "No Dispute" Award is accordingly passed and the present reference is disposed of.

C. P. MISHRA, Presiding Officer

Dated, Kolkata

The 24th March, 2008

नई दिल्ली, 9 अप्रैल, 2008

का.आ. 966.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने आई. एस. सी. ओ. के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1), धनबाद के पंचाट (संदर्भ संख्या 108/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-2008 को प्राप्त हुआ था।

[सं. एल-20012/482/97-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 9th April, 2008

S.O. 966.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/2000) of the Central Government Industrial Tribunal (No.1) Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. I. I. S. C. O. and their workman, which was received by the Central Government on 09-04-2008.

[No. L-20012/482/97-IR (C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.

In the matter of a reference under Section 10 (1) (d) (2A) of the Industrial Disputes Act, 1947

Reference No. 108 of 2000

PARTIES: Employers in relation to the management of Chasnalla Colliery of M/s IISCO and their workman.

PRESENT

SHRI NAGENDER KUMAR, Presiding Officer.

APPEARANCES

For the management : Sri D. K. Vema,
Advocate

For the Workman : None

State : Jharkhand. Industry : Coal

Dated 24th March, 2008

AWARD

By order No. L-20012/482/97-IR (Coal-I) dated 10-2-2000 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

SCHEDULE

"Whether the action of the management of Chasnalla Colliery of not providing employment to he dependent of late S. Bhattacharjee as per para 9-4-02

of NCWA and not providing monetary benefit as per para 9-5-2000 (ii) and (iii) is justified ? If not, what relief the dependent is entitled to ?"

The written statement has been filed on behalf of workman stating that Late S. Bhattacharjee was working as store keeper at Chasnalla colliery since long with unblemished record of service. He died on 9-10-94 during the service period. As per NCWA and also as per policy decision of the management the dependent of late S. Bhattacharjee is entitled for employment. The dependent of late S. Bhattacharjee namely Sukla Bhattacharjee applied for her appointment but without any effect. Details has been given regarding as to how she is entitled for appointment. Details has also been mentioned regarding disputes adjudication as the conciliation proceeding has failed. In the aforesaid facts and circumstances prayer has been made to direct the management to provide monetary compensation as well as employment of dependent of S. Bhattacharjee with retrospective effect with all arrear of wages and consequential benefit in accordance with provision of NCWA.

Written statement-cum-rejoinder of behalf of management which has been stated the management has not accepted the NCWA. It is said that the management of Chasnalla colliery did not agree to provide employment to the dependent of employee and to provide financial compensation. The company is in BIFR facing acute financial hardship, it is difficult to consider to employment at this stage. The concern workman was working as clerk in the office and was not a worker of mine. He met natural death and his heirs received all the benefit like gratuity, Provident fund etc. No right for appointment on compassionate ground exist. In the rejoinder portion making further clarification. It has been prayed that the concerned lady or her son not entitled for any relief.

It appears that no rejoinder to the W/S-cum-rejoinder filed by the management has been filed by the concerned workman. It also appears that no document has been filed on behalf of concerned workman in support of her claim. She has also not taken further steps to establish the claim rather a petition has been filed by the concerned petitioner Sukla Bhattacharjee to pass NO DISPUTE Award. However, she did not pressed the same in spite of issuance of notice.

In the aforesaid facts it appear that there is NO DISPUTE between parties. Accordingly the following Order is made.

ORDERED

That let a "NO DISPUTE" AWARD be and the same is passed. Send the copies of the Award to the Government of India, Ministry of Labour & Employment, New Delhi for information and needful. Reference is accordingly disposed off.

NAGENDRA KUMAR, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2008

क्र.आ. 967.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनिन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय, नागपुर के पंचाट (संदर्भ संख्या 26/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-12011/121/2006-आई आर(बी-II)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 10th April, 2008

S.O. 967.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 26/2007) of the Cent. Government Industrial Tribunal-cum Labour Court, Nagpur, as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 10-4-2008.

[No. L-12011/121/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A.N. YADAV PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR.

Case No. CGIT/NGP/26/2007

Date: 11/03/2008.

Petitioner : Shri P.S. Barde
Through the Secretary,
Union Bank Staff Union,
C/O Union Bank of India, Gandhibag,
Nagpur; Petitioner (Party No. 1)

Versus

Respondent : The Regional Manager,
Union Bank of India,
Ashirwad Complex, Ramdaspath
Nagpur.
Dist. Nagpur : Respondant: Party No. 2

AWARD

[Dated: 20th Feb. 2008]

The Central Government after satisfying the existence of disputes between Shri P.S. Barde through The Secretary, Union Bank Staff Union, C/O Union Bank of India, Gandhibag, Nagpur. Petitioner:- (Party No. 1) the Regional Manager, Union Bank of India, Ashirwad Complex, Ramdaspath Nagpur. Dist. Nagpur. Respondant:- Party No. 2 referred the same for adjudication to this Tribunal vide its Letter No. L-12011/121/2006-IR (B-II) dated 1-5-2007 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule:

(2) "Whether the action of the management of Union Bank of India in respect of their Munda Branch in initiating disciplinary action and to recover Rs. 1,66,558 against Shri P.S. Barde, Head Cashier only on the charges of negligence in duty is proper, legal and justified? If not, to what relief the workman concerned is entitled to?"

(3) In response to the notice of the Tribunal, the petitioner appeared and filed Statement of Claim. During the proceeding on 20/02/08, even before appearance of the respondent Management, the petitioner A.S. Barde and the general secretary of the Union have filed the Pursis that the workman before A.L.C. has reconciled the matter and now there is no cause to pursue against the management Union Bank and requested to pass the necessary orders. Since the petitioner has settled the disputes before A.L.C. there remain no disputes for ventilating the grievances to the petitioner. He has voluntarily filed the Pursis and requested to pass the award, Hence this no dispute award.

Date: 11-3-2008

A.N. YADAV, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2008

क्र.आ. 968.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बिहार स्टेट को-ओपरेटिव बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 04/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/178/2006-आई आर(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th April, 2008

S.O. 968.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 04/2007) of Industrial Tribunal-cum Labour Court, Patna as shown in the Annexure, in the industrial dispute between the management of Bihar State Co-operative Bank Ltd., and their workman, received by the Central Government on 10-4-2008.

[No. L-12012/178/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL, BAILEY ROAD,
SHRAM BHAWAN, PATNA

Reference No. 4(C) of 2007

Between the management of the Bihar State Co-operative Bank Ltd., Ashok Rajpath, Patna and their workman Shri Samod Kumar, House No. 3, North S. K. Puri, Boring Road, Patna.

For the management : Shri R. N. K. Sharma, Authorised Representative

For the workmen : Shri B. Prasad, General Secretary,
Bank Employees Federation,
Bihar.

Present : Vasudeo Ram, Presiding Officer,
Industrial Tribunal, Patna

नई दिल्ली, 10 अप्रैल, 2008

का.आ. 969.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल डेयरी रिसर्च इंस्टिट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 90/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-42012/42/99-आई आर (डीयू)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th April, 2008

S.O. 969.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/99) Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Dairy Research Institute and their workman, which was received by the Central Government on 10-04-2008.

[No. L-42012/42/99-IR (DU)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated : 20th March 2008

PRESENT : SHRI A. R. SIDDIQUI, Presiding Officer

C.R.No. 90/1999

I PARTY

The President,
Distt. Agriculture
Workers Union,
Jawahar Nagar,
HISSAR-125001

II PARTY

The Chief Executive,
National Dairy Research Instt.,
Audgodi,
BANGALORE-560030

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-42012/42/99/IR(DU) dated 27th July, 1999 for adjudication on the following schedule:

SCHEDULE

"Whether the action of the management of National Dairy Research Institute in refusing employment to Shri Syed Mushthappa is legal and justified? If not, to what relief the workman is entitled?"

2. The case of the first party workman as made out, in the claim statement, in brief, is that he joined the services of the management as a daily wage employee during

December 1978 drawing a daily wage of Rs. 12 and in the month of January 1987 his daily wage enhanced to Rs. 15. During the year 1988, the casual daily wage once again was enhanced to Rs. 22 and later on it had been enhanced to Rs. 24 during December 1994. He contended that after having worked with the management continuously for a period of 16 years, he made request to regularize his services but instead of granting his request, the management refused his services w.e.f. 14th December 1995. However, he attended the duties without payment of wages and worked as such for about six months up till May 1996 when once again his services were terminated orally without giving any notice or compensation. Therefore, the action of the management refusing him the employment amounts to retrenchment as defined under Section 2(oo) of the ID Act, read with Section 25F thereof. He contended that he has worked with the management for a period of more than 240 days in a calendar year but his case was not considered for absorption of his services on regular basis; that the management did not issue him service certificate to deny him benefit of regular absorption but he managed to take a certificate on 19-01-1987 certifying to the effect that he was working as a casual daily wage employee since January 1983. Therefore, he requested this tribunal to pass an award reinstating him in service with full back wages, continuity of service and other consequential benefits.

3. The management by its counter statement in the first instance took up the contention that there has been no relationship of employer and employee between it and the first party and that the first party has no locus standi to approach this tribunal and this tribunal has no jurisdiction to try and adjudicate the claim of the first party. The management then went on denying almost all the allegations/averments made in the claim statement by the first party and took up the contention that at no time the first party was working with the management and that at no time the management had an occasion to refuse employment to him much less in the month of December 1995 or at any time subsequently. The management also contended that the certificate dated 19-01-1987 is a concocted document obtained by the first party in collusion with the officials of the management, who were not competent to issue such certificate. The management took up the contention that it has stopped engaging daily wage workers since 1982 and never engaged any worker on daily wage basis, thereafter. It contended that the management regularized the services of the eligible casual workers and daily wage workers who were engaged prior to 1982. Therefore, the management requested this tribunal to dismiss the reference.

4. During the course of trial, the management filed the affidavit of witness by name Shri J A S Sayuja said to have been working as Administrative Officer at N D R I, Audgodi, Bangalore. In her affidavit she simply reiterated the various contentions taken by the management in its counter statement in denying most of the averments made in the claim statement filed by the first party. In her cross examination it was elicited that they had maintained the

wage register for daily wagers working up till the year 1982 so also the attendance register for them up till 1982 and they were being paid wages weekly. She denied the suggestion that the first party was working as Sweeper-cum-peon from December, 1978 and was drawing daily wages at the rate of Rs. 12 initially to be enhanced at Rs. 24 per day in 1994. She was unable to say if one Mrs. K. Sumithra working as a Scientist with the management has issued a certificate in favour of the first party dated 19-1-1987 marked at Ex.W1.

5. As against this, the first party also filed his affidavit by way of evidence repeating, almost, the same averments as made out in the claim statement and got marked the above said certificate in his favour at Ex.W1. In his cross examination it was elicited that he had no document to show that he joined the services of the management in December 1978. He denied the suggestion that he did not work with the management from December 1978 drawing the wages of Rs. 12 initially, Rs. 15 in 1987 and then Rs. 22 and Rs. 24 in 1994. He denied the suggestion that the certificate at Ex.W1 is not for the work he has done with the management but might be for having worked under the said Smt. Sumithra who issued the certificate.

6. The first party on his behalf also examined one witness by name Shri M.Gurappa by filing his affidavit, wherein, he averred that he knew the first party workman as he (WW2) worked with the management as a Watchman since 1960 and retired from the services during the year 1997. He stated that the first party was working with the management as a daily wage employee since December 1978 and worked as such up till December 1996. In his cross examination he was unable to say who was doing what work and who were all the workers under the management. It was elicited that there were in all 60 workers but he knew the name of the first party alone and not of others. He was also unable to give the designation of the first party but according to him he was doing all sorts of work.

7. Learned counsel for the management as well as the learned counsel for the first party have filed their written arguments on line with their respective contentions taken by way of pleadings. In sum and substance, the learned counsel for the management has argued to the effect that the first party has failed to establish the various contentions taken by him. He argued that the first party never worked with the management as a daily wager or as a permanent employee at any point of time and this fact has been proved by the management by producing the muster rolls being called for the first party, himself.

8. Whereas, learned counsel for the first party taking the support of the aforesaid certificate at Ex.W1 and the statement of the first party and the statement of his witness, WW2 argued that the first party has been working with the management all along since the year 1978 uptill May 1996 and therefore, he worked with the management continuously for a period of 240 days and more in each calendar year and in the result, the action of the management

refusing him service without the compliance of Section 25F amounts to retrenchment as defined under Section 2(oo) of the I.D. Act.

9. After having gone through the records, I do not find substance in the arguments advanced for the first party. Keeping in view the fact admitted by the first party himself that he was working with the management on daily wage basis, the only point to be considered would be as to "whether the first party was able to substantiate that he worked with the management continuously for a period of 240 days in any of the calendar year much less in a calendar year immediately preceding his termination of the services". As seen above, the first party apart from examining himself and taking the support of the statement of WW2 and the aforesaid certificate at Ex.W1 produced no other papers to substantiate the fact that he was working with the management right from the year 1978 till May 1996. The certificate at Ex.W1 of course reads to the effect that one Smt. Sumithra who was working with National Dairy Research Institute of the management issued the certificate to the effect that the first party has been working as casual daily paid attender since January 1983 off and on on daily wages of Rs. 15. Therefore, the certificate which was issued in the month of January 1987, as it does not support the case of the first party that he worked with the management since the year 1978 as claimed by him. This certificate at the most will help the first party to suggest that he had been working with the management since January 1983 till the date the certificate was issued. Now, in order to attract the provisions of Section 2(oo) read with Section 25F of the ID Act, the moot question to be considered before this tribunal is whether the first party worked with the management continuously for a period of 240 days in a calendar year preceding the date of the alleged termination of his services. Except the above said certificate which was issued in the year 1987, absolutely no document has been produced by the first party to speak to the fact that subsequent to the year 1987 he was in the employment of the management. As far as refusal of the work, the first party in his claim statement and in his affidavit itself has come out with a conflicting versions. In the first instance he says that his services were refused by the management in the month of December 1995 and in the same breath he says that even then he worked with the management without wages and it is in the month of May 1996 again the management refused employment to him. On the face of it itself, the above said versions given by the first party are not believable. It just cannot be expected of him to have worked with the management for about a period of six months after he was refused work in the month of December 1995, itself, that without wages. The oral evidence of his witness, WW2 is again not worth credence for the simple reason that he was unable to say the names of other workers except the name of the first party who worked with the management while, he was in the service of the management. Moreover, according to his affidavit the first party worked with the management till December 1986. He

never stated that the services of the first party were terminated by the management in the month of December 1995 and he worked with the management without wages thereafter uptill December 1996. Therefore, as it is the oral testimony of WW2 does not inspire any confidence in the mind of the court in supporting the case of the first party that the first party was working with the management since December 1978 till December 1996. Secondly, in the absence of any documentary evidence much less wage slips or any appointment order in favour of the first party it just cannot be believed that the first party was working with the management all along continuously right from the year 1978 till May 1996 and that he worked for a period of 240 days in each of the calendar year between the said period.

10. As against the abovesaid oral and documentary evidence produced by the first party as noted above, the management examined said Shri Sayuja said to have been working as Administrative Officer and he sworn to the affidavit that at no point of time the first party worked with the management much less during the aforesaid period. His statement in cross examination was not shaken on behalf of the first party supporting his case in any manner. From his statement before this tribunal, it is very much clear that subsequent to the year 1982 the management has stopped engaging the daily wage workers and therefore, question of the management engaging the first party subsequent to the year 1982 or earlier to the year 1996 at any point of time did not arise. In the result, there cannot be any hesitation for this tribunal to come to the conclusion that the first party failed to establish that he worked with the management for a period of 240 days in any of the calendar year in between 1976 and 1996 much less during a calendar year preceding the date of his alleged termination from services. Therefore, provisions of Section 2(o) read with Section 25F of the I.D. Act do not attract. Hence the following award.

AWARD

The reference stands rejected. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 20th March, 2008)

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2008

का.अ. 970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी. पी. सी. एल. के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अरनाकुलम के पंचाद (संदर्भ संख्या 288/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-30012/126/97-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 10th April, 2008.

S.O. 970.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 288/2006) of the Central Government Industrial Tribunal, Ernakulam, now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. B. P. C. L. and their workman, which was received by the Central Government on 10-4-08.

[No. L-30012/126/97-IR (C-D)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present :

SHRI P.L. NORBERT, B.A., LL.B., Presiding Officer
(Friday the 28th day of March, 2008/8th Chaitra, 1930)

I.D. No. 288 of 2006

(I.D. 48/98 of Labour Court, Ernakulam)

Union : The General Secretary,
Petroleum Employees Association,
C/o. Bharat Petroleum Corporation Ltd.,
Dr. Salim Ali Road, Kochi-682 014.

By Advocate Sri. Ashok B. Shenoy.

Management : The Deputy General Manager (P),
Bharat Petroleum Corporation Ltd.,
1- Ranganathan Gardens,
Off: 11th Main Road, Annanagar,
Chennai-600 040.

By Advocate M/s. Menon & Pai.

This case coming up for settlement in the Lok Adalat held on 28-03-2008, this Tribunal-cum-Labour Court on the same day passed the following :

AWARD

This is a reference under Section 10(1)(d) of Industrial Disputes Act.

When the matter came up for adjudication parties agreed for a settlement. Accordingly, the dispute was taken up in Adalat and negotiated. Parties came to a settlement and a memorandum of settlement was drawn by them. In the result, an award is passed in terms of the settlement between the parties and the memorandum of settlement along with the agreement arrived in Adalat will form part of the award.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day of March, 2008.

P.L. NORBERT, Presiding Officer

Appendix : Nil.

FORM H**MEMORANDUM OF SETTLEMENT UNDER
SECTION 18(1) OF THE INDUSTRIAL
DISPUTES ACT, 1947**

Representing employer: Bharat Petroleum Corporation Ltd.
Represented by :
Kurian Parambi
Senior Manager Employee Relations, South

Representing workmen: Petroleum Employees Association B.
Balagopalan, General Secretary,
K.K.Rajan &
A. Jayarajan - Casual workmen

Broad description, category and number of workmen covered by the settlement: 2 workmen

SHORT RECITAL OF THE CASE

Petroleum Employees Association, Ernakulam raised an industrial dispute before the Regional Labour Commissioner (C) claiming permanent employment in the services of the Corporation (Bharat Petroleum Corporation Limited) for Shri K.K. Rajan and Shri A. Jayarajan who had been engaged on a casual basis at Cannanore Depot. Following a failure of conciliation, the matter was originally referred to the Labour Court, Ernakulam (C) and numbered as I.D. No. 48 of 1998. Subsequently the dispute was transferred to the Central Govt. Industrial Tribunal-cum-Labour Court, Ernakulam and renumbered as I.D. No. 288 of 2006.

During the pendency of the matter before the CGIT cum Labour Court, Ernakulam, the Union approached the management with a request for exploring the possibility of an out of court settlement. After prolonged discussions, the parties have arrived at a settlement on the following terms:

TERMS OF THE SETTLEMENT:

- It is agreed between the parties that Shri Rajan and Shri Jayarajan, casual workmen, are not eligible for regularisation and that the management has no casual work to offer them and consequently they will not continue to be engaged any more as casual workmen at Cannanore Depot or at any other establishment of the Corporation.
- In consideration of clause '1' above, having regard to the circumstances undergone by Shri Rajan and Shri Jayarajan and on humanitarian grounds and with a view to rehabilitate them, the Corporation agrees to pay Shri Rajan and Shri Jayarajan a lumpsum amount of Rs. 3 lakhs each (Rupees three lakhs only) vide Demand Draft Nos. 344323 and 344322 respectively dated 26-3-2008 in full and final settlement of all their claims against the Corporation including claim for any earned

wages, bonus, gratuity (excluding PF) or any other dues in connection with their casual engagement or non-engagement or under any other head.

- On payment of the amount referred to clause '2' above, Shri Rajan and Shri Jayarajan shall have no claim whatsoever against the Corporation either in the pending matter I.D. No. 288 of 2006 before the CGIT-cum-Labour Court or otherwise.
- The management and the Union/casual workers agree to file a copy of the settlement in I.D. No. 288 of 2006 with a request to pass an award in terms of the settlement.
- The Union and the workers agree that they will not raise any dispute or claim before any court or legal forum or authority for any monetary benefits or otherwise on account of the casual engagement or non-engagement of Shri Rajan and Shri Jayarajan.
- It is agreed that this settlement shall not be cited as a pattern or precedent to countenance any claim of any other casual workman.

Both the parties agree to the above terms.

Dated at Kochi this 27th day of March 2008

Management: Union/Workmen:

Kurian Parambi B. Balagopalan

K. K. Rajan: Received

D. D. No. 344323 dt.

26-3-08 for Rs. 3 lakhs

A. Jayarajan: Received D.D. No. 344322

Dt. 26-3-2008 for Rs. 3 lakhs

Witnesses :

1. Sobhan George, Advocate Sd/-

2. C. K. Shiba Sd/-

**IN THE CGIT-CUM-LABOUR COURT,
ERNAKULAM**

I.D. No. 288/2006

The matter is settled after negotiation with the parties, the terms of which are incorporated in a memorandum of settlement signed by parties concerned and will form part of the award. It is clarified that the settlement is full and final and the claimant will have no right whatsoever to raise any dispute or claim against the management. Demand Draft for 3 lakhs each is handed over to the claimant in the Adalat.

Dated this the 28th day of March, 2008.

Sd/-

Management

Union: Sd/-

Workmen:

(1) K.K. Rajan Sd/-

(2) A. Jayarajan Sd/-

Counsel for Management

Counsel for Union Sd/-

Sd/-
Mediator

नई दिल्ली, 10 अप्रैल, 2008

का.अ. 971.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इच्छू सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 171/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-22012/83/1992-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 10th April, 2008

S.O. 971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) of the Central Government hereby publishes the award (Ref. No. 171/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of W.C.L. and their workman, which was received by the Central Government on 10-04-2008.

[No. L-22012/83/1992-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV,
PRESIDING OFFICER, CGIT-CUM-
LABOUR COURT, NAGPUR.

Case No. CGIT/NGP/171/2003 Dated : 13th March 2008.

Petitioner: Shri Om Prakash Falake and 3 others through President, Rastriya Koyala Khadan Mazadur Sangh, W.C.L. Coal Easted Civil Lines Nagpur-440 001 Petitioner:- (Party No. 1)

Versus

Respondent: The General Manager, (LR.) W.C.L. Union Coal Easted Civil Lines, Nagpur-440 001 Dist. Nagpur. Respondant:- (Party No. 2)

AWARD

[Dated : 3rd March, 2008]

The Central Government after satisfying the existence of disputes between Shri Om Prakash Falake and 3 others Through President, Rastriya Koyala Khadan Mazadur Sangh, W.C.L.:- (Party No. 1). The General Manager Coal Easted Civil Lines Nagpur-440 001, No.2 referred the same for adjudication to this Tribunal vide its Letter No. L-22012/83/92-IR (C-II) Dt. 09-06-1992 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 [14 of 1947] with the following schedule :

(2). "Whether the action of the management to ask the contractor to terminate the services of the four workman, who were engaged in prohibited category of employment for W.C.L. at Workers Training Institute, Wardha is legal and justified? If not, to what relief these workmen are entitled to?"

(3). In response to the notice of the Tribunal, the petitioner appeared and filed Statement of Claim before the C.G.I.T. Jabalpur where the dispute was pending. The respondent had also filed the W.S. and the case was pending for filing the rejoinder if any by the petitioner. However the petitioner did not attain the Tribunal at Jabalpur. Consequent upon the establishment of this Tribunal at Nagpur, the reference was transferred to it. This tribunal also issued the notice to the petitioner but petitioner did not attend the Tribunal. Right from 23-06-2005 the petitioners or their counsels are not attending the court. It appears they are not interested in prosecuting the Petition/Reference. Hence it is dismissed for their defaults and this no dispute award.

Dated 13-03-08

A.N. YADAV, Presiding Officer

नई दिल्ली, 10 अप्रैल, 2008

का.अ. 972.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/ग्राम न्यायालय, कोल्हापुर के पंचाट (संदर्भ संख्या 01/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/281/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th April, 2008

S.O. 972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2003) of Industrial Tribunal-cum-Labour Court, Kolhapur, as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 10-04-2008.

[No. L-12012/281/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, MAHA,
AT KOLHAPUR.

Reference (IT) No.1 of 2003.

Between :

The Asstt. General Manager,
State Bank of India, Pune,
Maharashtra, Pune.

...1st Party

And

The Deputy General Secretary,
State Bank Karmachari Sena,
C/o Shri W.M. Babar,
7/11, Sudhindra Nagara, C.S. Pash,
Dahisar, (E) Mumbai.

...IInd Party

**In the matter of : reinstatement in service
with continuity & full back wages**

Coram : P.S.S. Shinde, Industrial Tribunal,

Appearances: Shri Y.R. Khot, Adv. for the 1st Party
Shri A.T. Upadhye, Adv. for the 2nd party.

AWARD

(Dictated in open court on 2-2-2008)

The present reference is preferred by the Government of India, Bharat Sarkar, Ministry of Labour/Shram Mantralaya under the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the I.D. Act, 1947 and referred the dispute for adjudication between the parties in relation to the management of State Bank of India, Pune and the workmen employed under it in respect of the matter specified in the Schedule which reads as under:

"Whether the action of the management of State Bank of India, Kolhapur in terminating the services of Shri B.D. Bagne and Shri M.B. Sarnaik w.e.f. 31-3-97 without complying with the provisions of Sec. 25F, G and H of I.D. Act, 1947 is legal and justified? If not, what relief the concerned employees are entitled to?"

2. On receipt of dispute for adjudication, notices were served to both parties and accordingly the Second Party i.e. State Bank Karmachari Sena through the President of the Sena filed a Statement of Claim below EX U-3 with the contention that the second party sent notice of demand to the first party bank and demanded reinstatement with continuity of service and back wages in full for both the employees. The first party, however, refused to entertain the demand for the same was not legal. The second party therefore raised the dispute before the Assistant Commissioner of Labour (Central) at Pune through his Conciliation Officer under I.D. Act. The first appeared before the Conciliation Officer, Pune but due to negative approach of the first party, the conciliation proceeding ended in failure. The Conciliation Officer therefore, sent the dispute to the Government with a report that the matter be referred to the Tribunal for adjudication. Hence the Government sent notice for adjudication of the dispute to this Tribunal.

3. The workman concerned Shri Bhikaji Dhodiram Bagane was appointed in February, 1988 as a messenger-cum-peon in the State Bank of India, Treasury Branch, Laxmipuri, Kolhapur. The said appointment was given orally by the Branch Manager of State Bank of India, Dasara Chowk which is main branch office in Kolhapur. The first party is a banking industry and reputed Nationalised Bank, having so many branches all over the Country. The said bank is giving various types of services to the eligible customers such as accepting deposits, lending money etc. and thousands of employees are

working in the said bank. In Kolhapur district about 200 to 300 employees are working in the said Bank. Shri B.D. Bagane resumed his duties with first party bank as messenger-cum-peon on daily wages at first party's Treasury bank at Laxmipuri branch and worked there up to 1994 on daily wage basis. Thereafter said employee was transferred to Dasara Chowk Branch which is a main office of the first party bank at Kolhapur and worked there from 1994 to 1997. Shri Bagane therefore worked with the first party bank for more than 240 days in a year. Even though Shri Bagane worked with the first party bank more than 240 days in a year, he was not made permanent in service with an intention to not to give him the benefits of permanency. The concerned employee Shri Bagane was doing all the work of peon in the bank which was given to him. He was sincere and honest. After oral termination of services of Shri Bagane he wrote 2/3 letters to the bank for reinstatement but in vain. The concerned employee Shri Bagane was getting Rs. 2112 as wages. The termination of services of concerned employee Shri Bagane was without complying the provisions of Sections 25 F, G & H of the I.D. Act 1947 and without complying the terms and conditions as laid down in Sastri/Desai Award.

4. Another employee Shri Mahesh Balaso Sarnaik was also appointed orally in the year 1987 as a messenger-cum-peon at 1st party's Udyannagar Branch, Kolhapur and worked there up to 1996 and thereafter to main branch i.e. Dasara Chowk Branch of the 1st party Bank on daily wage basis. Though he completed 240 days of service in a year, he was not conferred the benefits of permanency and kept daily wages so that he could not get the benefits of permanent employee. According to the second party the first party absorbed other daily wage employees in the service and made them permanent. There is huge and sufficient work available with the first party to give work to these two employees. Entire work of the second party is perennial nature, some of the settlements held between the first party and other unions about absorption of the daily wagers of which benefit was extended to many other daily wagers except these two employees concerned in the present reference, though they rendered continuous service with the first party. The first party is in the habit of maintaining independent and separate attendance registers for temporary employees of daily wagers. The termination order issued to these two employees concerned in this reference is from March, 1997 being without following procedure and provisions of law which amounts to retrenchment. Hence the termination imposed on these two workmen is illegal, improper and bad in law. Though the workmen were neither given any notice nor wages in lieu of notice while terminating their services. The first party even failed to offer the compensation to both the workmen to treat the concerned workmen as retrenched. The first party also failed to follow the principles of last come first go by maintaining seniority list. The first party

retained regular employees and on that count also the termination effected on these two employees is illegal. It is settled law that any employee who works 240 days or more continuously within a period of one year the concerned employee should be offered and paid compensation as if retrenched. As such, the workmen concerned in the present reference are entitled for declaration of their termination as illegal and prayed relief of reinstatement in service with continuity of service and back wages in full.

5. The first party appeared in the matter and filed written statement below Ex.C-4 wherein initially raised various objections about maintainability of the reference on the various grounds. According to the first party the alleged dispute is not an industrial dispute but it is an individual dispute. There is no community interest in the reference. The alleged issue affects only two workmen. It is not an issue which has any connection with other workmen and, therefore, the dispute does not fall within the meaning of Sec. 2(k) of the I.D. Act. Hence this Tribunal has no jurisdiction to try the present reference. The statement of claim filed and dispute raised is at the instance of said State Bank Karmachari Sena which is unrecognised and minority union. The Hon'ble Apex Court of India clearly observed in *Bombay Union of Journalists V/s The Hindu* reported in 1961 II LLJ page 436 that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by number of workmen. In the matter of *Shree Gopal Paper Mills Ltd. V/s State of Haryana* reported in 1968 Lab. I. C. 1259 the Hon'ble Court has observed that the representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute as well in *Nellai Cotton Mills V/s Labour Court* reported in 1965 II LLJ 95 the Hon'ble Madras High Court has held that the mere fact that a substantial number of workmen of the establishment in which the concerned workmen were employed were also members of the union would not constitute espousal. It must be shown that they participated in or acted together and arrived at an understanding by a resolution or by other means and collectively supported the dispute. The fact that an industrial dispute is supported by other workmen will have to be established either in the form of a resolution of the union of which the workman may be a member or the workmen themselves who support the dispute or in any other manner. The Hon'ble Court has, therefore, to consider the question as to how many of the fellow workmen actually espoused the cause of the concerned workman by participating in the particular resolution of the union. Hence it is held in *Nellai Cotton Mills* that in the absence of such determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. In view of the above case laws, this Tribunal has no jurisdiction to try the dispute

unless the union proves that the individual dispute has been collectively espoused by the union after passing of the resolution to that effect in the general body meeting of the union. The second party workman failed to file authority letter for raising alleged industrial dispute and hence there is non compliance of provisions of Section 36 of the I.D. Act. It is submitted by the first party that non filing of authority letter by the second party workman, the management of party No. 1 is not under any obligation to participate in any way or to answer any of the proceedings/application. The second party union has not produced any evidence in support of the fact that the concerned two employees are their members. The first party management denied the contentions raised in the statement of claim by the union on behalf of their workmen. The first party submitted that the workmen concerned in this dispute are on temporary basis working as messenger/watchman and due to administrative exigencies, they are employed on temporary basis. Without prejudice to various rights available to the Bank under the relevant provisions of law and without prejudice to any of the submissions which party No. 1 shall be making hereinafter, it is submitted by the first party that the concerned workman will be duly considered by the bank for permanent services as per the settlement dated 17th November, 1987 and accordingly, it was agreed that temporary employees and casual labourers would be given one time opportunity to be absorbed and for that purpose panels for absorption would be kept alive upto 31st March, 1997. The said settlement is a settlement within the meaning of Sec. 2(p) of the I.D. Act, which is also binding on the parties as per ratio laid down by the Hon'ble Supreme Court in *AIR SC page 251 between Paker Singh V/s Heavy Engineering Corporation*. In response to said settlement the bank gave an advertisement in the newspapers calling upon all the eligible temporary employees to apply for the permanent appointment in the subordinate cadre, subject to certain norms and accordingly these two employees applied to the bank, they were interviewed by the bank's Interview Committee and were listed in the waiting list at Sr. Nos. 63 and 78 for permanent employment, respectively. The waiting list came to be expired on 31-3-97 as per the settlement. It is specifically agreed between the Bank and the Federation vide clause 12 of the settlement dated 17-11-87 that all disputes raised by any person shall be deemed to have been settled by virtue of said settlement. The workmen were appointed on daily wage basis by the Branches, who have no authority to appoint any person in such category. Such appointments are and were illegal, irregular and impermissible under the rules of the Bank. It is submitted that initial appointment of the workmen were on purely temporary basis and the purpose of which the workmen were engaged in is completed disengagement of their services was inevitable. The alleged agreement of service was void ab initio. Any such agreement of service cannot be enforced in the court of law. It is submitted that only in case of administrative exigencies the branch manager can engage any person on casual or temporary basis. It is denied that the concerned

workmen were working regularly in the establishment of the party No. 1 and the party No. 2 has completed more than 240 days during the said period. It is denied that the services of the concerned workmen were illegally retrenched without following the procedure. It is also denied that the other employees were absorbed. Even presuming but not admitting that if vacancy is available it is the sole discretion of the party No. 1 to either engage an employee or to keep the post vacant. It is denied that the provisions of Section 25F of the I.D. Act are applicable to the instant case. Since the workmen were not found suitable for the work, there is no question of giving notice or compensation to them before disengaging them. It is denied that the services of the workmen were illegally retrenched without following due procedure of law. It is denied that alleged termination is illegal, unsustainable in law. It is submitted that as per the settlement with the Federation no temporary employee can be continued after 31-3-97 and hence the services of the workmen were disengaged and said disengagement is not illegal, improper and bad in law. In fact, if the Bank continued their services after 31-3-97 then there is breach of settlement and it would have been bad in law. If the prayer of reinstatement with continuity and back wages in full is granted then there is totally breach of settlement and the management of the bank will have to face the consequences. The bank has acted according to the settlement reached between the Bank and the Federation. Therefore, the workmen are not entitled to be reinstated in service with continuity in service and back wages in full. According to the bank the temporary employees have no right over the permanency as if right and temporary employees if conferred permanency then in that case, that will be a back door entry, which is not permissible in law. The workmen were considered for permanent appointment only because of the settlement arrived, however, the workman being not found suitable in the interview, they were not considered. The employees concerned have no case at all on merits as well in the eyes of law. The Hon'ble Apex Court in clear terms held that temporary employees have no right of the post, therefore, concept of retrenchment cannot be granted to the daily wage employees. The issue in dispute have been racked up after the gap of more than 3 years. On top of it, there is no whisper for explanation such inordinate delay in raising the alleged industrial dispute. The applicant simply wish to have the advantage of such undue delay in his favour. The policy of industrial adjudication is that stale claims should not be encouraged unless there is a satisfactory explanation for delay. Apart from the obvious risk to industrial peace from the entertainment of claims after long lapse of time, it is also necessary to take into account the unsettling effect which it is likely to have on the employees financial arrangement and to avoid dislocation of industry. The Full Bench of Supreme Court has held that even if the workmen are not party to a settlement, and if the settlement is just and fair, it will be binding on all the workmen and even when settlement is not arising out of the conciliation proceeding. It is submitted that the applicant before claiming any relief has

to show that he has worked for 240 days, continuously in the preceding 12 months as per the section 25 B of the Act. The Hon'ble Supreme Court has held that proper enquiry should be made to find out whether the concerned workman had actually worked for not less than 240 days during a period of 12 calendar months immediately preceding the retrenchment/termination. If an employee is remaining in service for 240 days within a period of 12 calendar months commencing and counting backwards from date of retrenchment, then the employee is deemed to be in continuous service. The continuous service of 240 days should be under the same employer. The working of the applicant in different branches in different category cannot be clubbed together. Similarly, earlier part time employment cannot be taken into account for computing 240 days of service. The provisions of Chapter V-A of I.D. Act will not be applicable unless the workman has completed service of 240 days in a single category, as defined under Sec.25-B of the Act. In no case, it will apply to cases where workman has not completed continuous service of 240 days. In case the interpretation/claim as given by the workman in his application is accepted, then it will be not only against the express intention of Legislature as incorporated in the provisions of law, but it will be impracticable and impossible to implement such interpretation/claim. In such cases, even a casual labour with service period of one day could assail his disengagement on the ground that those engaged in the afternoon on that day on which he was engaged, has been retained in service. This will be extreme height of imagination and cannot be said to be reflecting the true and correct intention of Legislature being the extending various benefits contained in Chapter V-A of the said Act. In view of this position of law, the provisions of Section 25-G, read with rule 77 will be applicable only to those cases wherein the workman has put in 240 days service or not less than one year. The Hon'ble Supreme Court has categorically held that if an employee is reinstated consequent upon illegal termination, then he shall be reinstated in his original service on the same terms and conditions in which he was working earlier. In other words, a temporary employee cannot become permanent employee upon reinstatement. His status shall remain the same, which was before termination. As such, in this case, since permanency cannot be granted under the law, therefore, the applicant has no case. The first party on the basis of aforesaid contentions prayed for answering the reference in negative and in favour of the party No. 1 bank and against the workmen holding that the workmen are not entitled to any relief.

6. Considering the pleadings and counter pleadings of both the parties, I have before me the following points for my determination.

- (i) Whether action of the first party by terminating the services of the two workman namely Shri B.D. Bogane and Shri M.B. Sarnaik w.e.f. 31-3-97 is illegal, improper and bad in law?

(ii) If yes, whether the workmen concerned are entitled to reliefs as prayed for?

(iii) What order?

7. My findings on above points are as under :

(i) Yes.

(ii) Partly yes.

(iii) Reference is allowed as per order below.

REASONS

8. Heard the arguments advanced by the learned advocates of both the parties in consonance with the contentions raised in the Statement of Claim and written statement. The parties concerned in the present dispute have not at all filed any document in support of its contentions. The second party however, filed affidavit in lieu of oral deposition of its President below Ex.U-4. He was cross examined at length by learned advocate for the first party. The first party has not adduced any oral evidence. In the case of second party the employee concerned on the dispute came to be terminated without following process of law though they have rendered continuous service of more than 240 days in a period of 12 months prior to their termination. As against the same, it is the contention of the employer that the workmen concerned have not at all worked for 240 days in a year and further more they have not right to claim permanency and reinstatement irrespective of the fact that they have completed 240 days within a period of one year. The affidavit filed by the witnesses of the second party is reiteration of the facts as appearing in the statement of claim. In the present case in hand, it is material to note that the settlement of which reference is given by the first party is in the custody of first party, the attendance record if at all maintained, is also in the custody of the first party. Thus all relevant documents are in the custody of the first party, even the seniority list is prepared of the daily wages is also in the custody of the first party, but none of these documents are produced by the first party for the reasons best known to him. Said documents ought to have been produced to prove the contentions taken in the written statement but there appears no attempt of any sort from that angle. The first party has not at all assigned any reason for the same. In the absence of documents more particularly attendance record and the wage record, I left with no alternative but to believe the statement of the witness which shows that the workmen concerned have worked for more than 240 days and the first party is in need of service of such messengers/peons and there is ample work to provide to such category of employees. Even the agreement/settlement entered into between the parties i.e. First party and the union indicates such temporary employees were absorbed as regular employees which indicates requirement of the first party of such employees. No doubt, the law of the land is crystal clear which shows that unless there is approved and sanctioned post and there is procedure followed by the parties concerned while recruiting the workmen, they have no right over the post and employment.

But considering the peculiar facts and circumstances appearing in his case, I am of the opinion that the workmen concerned having worked for more than 240 days during the period of 12 months preceding the date of termination, in my opinion, the first party ought to have followed the procedure that of offering the compensation with either notice or wages in lieu of notice. The first party admittedly has not done so. Therefore, in my opinion, the termination has to be held as illegal, improper and bad in law. In my opinion, there was no reason for the first party to refuse to follow the procedure and provisions of law while terminating the services of the workmen concerned. Even if there do not accrue any right over the employment by the workmen concerned, then the termination ought to have been by following due procedure. The first party has failed to follow procedure and therefore, termination imposed has to be held as illegal, improper and bad in law. Accordingly, I answer the issue in the affirmative.

9) Issue no.2: The second party has prayed for relief of reinstatement with continuity of service and back wages in full. Second party has established that the termination imposed on the workmen concerned is illegal, improper and bad in law by virtue of which second party has established entitlements of the relief to the workmen concerned. I do not find any reason to grant any other relief to the second party and its member for whom the present reference is raised. However, while granting relief, it would be appropriate to see that the second party and more particularly the concerned workmen have not at all expressed as regards employment status after termination and what are the efforts they made for employment. As such, I am of the opinion that the workmen concerned alongwith second party is entitled for the relief that can be of reinstatement of two workmen with continuity of service but without back wages. I do not find any reason to impose the burden of back wages on the first party. In the circumstances, I answer issue No. 2 partly in the affirmative and proceed to pass the following award.

AWARD

- (i) The Reference is partly allowed.
- (ii) The action of the first party by terminating the services of the workmen namely Shri B.D. Bagane and Shri M.B. Sarnaik is hereby held as illegal.
- (iii) The workmen concerned Shri B.D. Bagane and Shri M.B. Sarnaik are entitled for the relief of reinstatement with continuity of service, however, without back wages.
- (iv) In the circumstances, there is no order as to costs.
- (v) Award be sent for publication in accordance with law.

Kolhapur.

P. S. SHINDE, Industrial Tribunal

Date 2-2-2008

नई दिल्ली, 10 अप्रैल, 2008

का.आ. 973.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार लाइफ इशोरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 69/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-17012/18/2003-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 10th April, 2008

S.O. 973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.: No. 69/2003) of Central Government Industrial Tribunal-Cum Labour Court, Bangalore, as shown in the Annexure, in the industrial dispute between the management of Life Insurance Corporation of India and their workmen, received by the Central Government on 10-4-2008.

[No. L-17012/18/2003-IR(B-1)]

AJAY KUMAR, Desk Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGLORE**

Dated: 19th March 2008

PRESENT

SHRI A.R. SIDDIQUI

PRESIDING OFFICER

C.R. No. 69/2003

1ST PARTY

Shri Ammu,
S/o Shri Madara,
Singani House,
Puttur Kasba,
Puttur Taluk

2ND PARTY

The Sr. Divisional Manager,
Life Insurance Corporation of
India, Divisional Office,
Jeevan Krishna,
UDUPI-576101

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-17012/18/2003-IR(B-1) dated 27th November 2003 for adjudication on the following Schedule:

SCHEDULE

"Whether the action of the management of LIC of India, D.O., Udupi is legal and justified in discontinuing the services of Shri Ammu as part time Sweeper with effect from 22-10-2002? If not, to what relief the workman is entitled for?"

2. The case of the first party workman as made out in the claim statement, in brief, and relevant for the purpose is that he joined the services of the management as per the reference made by the District Employment Exchange on

1-7-1999 at their branch at Puttur and worked with the management continuously till the date of his termination on 21-12-2002, on which date the management asked him not to attend office on the ground that they have appointed another person to work in his place. He contended that during his service he was paid consolidated wage of Rs. 900 per month and discharged his duties continuously for a period of more than 240 days and therefore, was eligible for permanent post. However, the management refused employment to him without any reason in order to provide job to one Mr. Ganesh in his place for which the management has no authority to do so. He contended that after he was appointed, the management started saying that his appointment was on temporary basis and therefore, he was liable to be removed from service without notice etc. He contended that his appointment was made his name being sponsored through employment exchange and it was against the permanent vacancy and therefore, management cannot be allowed to contend that he was appointed on temporary basis and was liable to be removed from service on the appointment of a permanent employee in his place. Therefore, he challenged the action of the management before the conciliation officer which resulted into the present reference proceedings. In the result, the first party requested this tribunal to pass an award with a direction to the management to reinstate him in service with all the back wages, continuity of service and other consequential benefits.

3. The management by its counter statement in the first instance took up the contention that the reference itself is not maintainable before this tribunal in the light of the provisions of LIC Act, 1956 amended by Act of 1981. While coming to the facts of the case, the management contended that the first party was appointed as a part time sweeper-cum-cleaner at their Puttur branch office in the temporary vacancy which arose on account of the retirement of the existing Cleaner/Sweeper on 1-7-1999. He worked up to 21-12-2002 and that he was a candidate sponsored by the Mangalore Employment Exchange for temporary appointment as part time sweeper/cleaner. The management contended that whenever it required the services of the first party as a substitute part time sweeper they had engaged him for that purpose. Therefore, there was no question of his termination. The management further contended that the first party was appointed purely on temporary basis on stop gap arrangement due to the retirement of the permanent sweeper/cleaner and accordingly it had issued a conditional appointment order dated 25-6-1999 in favour of the first party with specific condition that the appointment was temporary and only until the appointment of a candidate on a regular basis or transfer of regular employee was made. Therefore, the first party was discharged when a regular permanent appointment was made for the vacancy and one Mr. Ganesh was appointed as regular sweeper-cum-cleaner to the place the first party was working. Therefore, the management contended that the appointment of the first party was

temporary appointment that too on contractual basis subject to the condition that he will be removed from service whenever a regular employee was appointed to the vacancy to which he was posted. In the result, the management requested this tribunal to reject the reference.

4. During the course of trial, the management examined one Mr. Ganesh said to have been working with it as Manager, P&IR department. In his affidavit the said witness was just to reiterate the various contentions taken by the management in the counter statement. In his cross examination it was elicited that the first party was in the employment of the management from 1-7-1999 to 21-12-2002 all along. It was further elicited that his appointment was made his name being sponsored through Employment Exchange. It was elicited that the management did not pay any compensation nor issued any notice to the first party before he was discontinued from service.

5. As against this the first party also filed his affidavit evidence repeating the various averments made in his claim statement referred to supra. In his cross examination it was elicited that there was an appointment order in writing in his favour appointing him as Cleaner-cum-Sweeper dated 25-6-1999 but it was not received by him. He admitted that one Smt. Lalitha was working earlier to the place he was appointed on her retirement. He admitted that his services were discontinued after the appointment of one Mr. Ganesh as a permanent Cleaner and Sweeper. He denied the suggestion that he was taken into service on temporary basis subject to the appointment of a permanent employee to the said job as per Ex.M1 shown to him. In his further examination chief the first party stated that in the employment exchange letter he received there was a mention that the job was on permanent basis and that letter was collected by the management from him. In his cross examination it was elicited that he had no copy of the said letter. He denied the suggestion that as per the said letter it was the vacancy for temporary employment and not for permanent employment.

6. Learned counsel for the first party in his written arguments while reiterating the various averments made in the claim statement as well as the stand taken by the management in its counter statement, took up the contention that the first party worked with the management continuously for a period of more than 240 days and therefore, he was entitled for regular appointment particularly, when his name was sponsored through employment exchange and was taken into service on the assurance given by the management that his services will be regularized some times, thereafter. He referred to the statement of MW1 in his cross examination wherein he stated that the names of the candidates were sent to the management in response to the request as per the indent prepared by the management and that indent was in respect of the part time workman only. He contended that if the copy of the said indent were produced, the real facts would have been revealed. He further contended that as per the statement of MW1, the first party was appointed in the place of permanent employee being retired from service and therefore, it cannot be said that the appointment of the first party was on temporary basis. Therefore, learned

counsel submitted that the appointment was made after the name of the first party was sponsored through employment exchange in response to the very request of the management and the appointment was against the permanent vacancy, the management cannot be allowed to contend that his appointment was on temporary basis and that he was liable to be removed from service when a appointment was made to the aforesaid job of Sweeper-cum-Cleaner. He also contended that when the first party worked with the management undisputedly, for a period of more than 240 days in a calendar year, his services could not have been dispensed with without the compliance of provisions of Section 25F of the ID Act and therefore, it was a case of retrenchment and in the result, the first party is entitled for the relief of reinstatement and other benefits.

7. Whereas, learned counsel for the management also while repeating the various contentions taken in the counter statement by way of his written arguments further contended that calling for the list from the employment exchange even for temporary appointment is mandatory under the LIC (Employment of Temporary Staff) Instructions 1993 and therefore, only because the name of the first party was sponsored through the employment exchange it cannot be said that it was for a permanent post. He took support of the statement of the first party in his cross examination that his services were discontinued after the appointment of one Mr. Ganesh as permanent cleaner which was in accordance with the very conditions laid down in the appointment order marked before this tribunal at Ex.M1, which document was not disputed or denied by the first party. Therefore, learned counsel submitted that the appointment of the first party as could be read from the aforesaid appointment order at Ex.M1 was purely on temporary basis with a specific condition that he will be removed from service as soon as a permanent employee was appointed to the place held by him. He contended that it was the appointment on temporary basis falling under the provisions of Section 2(a) (b) of the ID Act and not the case of retrenchment as defined under Section 2(a) of the ID Act.

8. After having gone through the records more particularly, the aforesaid appointment order at Ex.M1, I find substance in the arguments advanced for the management. The management as noted above, before this tribunal has produced the attested copy of the appointment order at Ex.M1 in support of the contention that the appointment of the first party was on temporary basis and that it was to the period pending employment of a candidate on regular basis. From the perusal of clause 2 of the said appointment order, it becomes crystal clear that the appointment of the first party was on temporary basis and it was for the period pending employment of a candidate on regular basis. Clause 2 of the said appointment order reads as under : "your employment on a temporary basis as aforesaid shall be governed by the provision of the Life Insurance Corporation of India (Employment of Temporary Staff) Instructions, 1993 and the period of employment is limited (i) to the period pending employment of a candidate on a regular basis, (ii) to the period from to (iii) to a period of days from the date of your joining service."

9. There is no denial of the fact that this was the appointment order under which the first party was taken into service of the management as a substitute candidate. Although, the first party as noted above, in his cross examination denied the receipt of the said appointment order but was not in a position to deny the existence of the said order or the genuineness of the terms and conditions of the said appointment order. Therefore, we must proceed on the assumption that the appointment of the first party was as per the terms and conditions of the aforesaid appointment order at EX.M1 and is that were to be the case, it is further to be assumed that his appointment was on temporary basis for a limited period pending appointment of a regular employee to the post he held. The fact that the first party was taken into service after the services of one Smt. Lalitha came to be an end by way of retirement as noted above, has been admitted by the first party himself in his cross examination. It is also admitted by the first party that he was discontinued from service when the aforesaid Shri Ganesh was appointed on regular basis as Sweeper-cum-cleaner to the job he was discharging. Therefore, when the management has acted in accordance with the terms and conditions of the above said appointment order in the light of the very admissions made by the first party noted above, by no stretch of imagination it can be said that the action of the management was arbitrary, illegal or against the principles of natural justice. The first party very well knew the fact that his appointment was on temporary basis liable to come to an end as soon as a fresh candidate appointed on regular basis was posted to his place. Only because his name came to be sponsored through employment exchange as rightly was argued on behalf of the management, it cannot be said that his appointment was for a permanent post particularly, in the light of the very terms and conditions of the aforesaid appointment order at EX.M1. It was well argued for the management that even for an appointment of temporary post, the management when happens to be a public sector undertaking has to seek the names of the candidates from the employment exchange concerned. Therefore, the contention of the first party that his name being sponsored through employment exchange, it is to be presumed that it was for permanent vacancy is not tenable. It was well argued for the management that the case on hand falls under the definition of provisions of Section 2(oo) of the ID Act and not under Section 2(oo) read with Section 25F of the ID Act. It was a contractual appointment for a limited period laying down a clear condition in the appointment order that services of the first party will come to an end when a permanent employee is posted to his place. Therefore, provisions of Section 2(oo) of the ID Act will not attract to the facts of the present case and it cannot be said that it was a case of retrenchment. In the result, and the reasons foregoing, I must record a finding to the effect that the action of the management in discontinuing the services of the first party is legal and justified and therefore, reference must fail. Hence the following award.

AWARD

The reference is rejected. No costs.

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 11 अप्रैल, 2008

क्र.आ. 974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध निर्याजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 32/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-4-2008 को प्राप्त हुआ था।

[सं. एल-12012/286/95-आई आर(बी-11)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 11th April, 2008

S.O. 974.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/1996) of Central Government Industrial Tribunal-Cum Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the employers to the management of Bank of Baroda, and their workmen, which was received by the Central Government on 10-04-2008.

[No. L-12012/286/95-IR(B-11)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, NEW DELHI

PRESIDING OFFICER : R. N. RAI

I.D. No. 32/1996

IN THE MATTER OF :

Sh. Hari Sharma,

S/o. Sh. Ram Sewak Sharma,

R/o. Khudaganj, Shahjahanpur, U.P.Claimant

VERSUS

The Regional Manager,

Bank of Baroda, R.O : Khudaganj,

Shahjahanpur PIN-242 001.Respondents

AWARD

The Ministry of Labour by its letter No.L-12012/286/95-IR(B-11) Central Government Dt. 22/25-3-1996 has referred the following point for adjudication :

The point runs as hereunder: —

“Whether the action of the management of Bank of Baroda, Shahjahanpur in terminating the services of Sh. Hari Sharma, Peon w.e.f. 25-10-1994 is legal and justified? If not, what relief is the said workman entitled to.”

The workman applicant has filed claim statement. In the claim statement it has been stated that the workman was initially engaged as Peon at Khudaganj Branch of the bank under the Shahjahanpur Region w.e.f. 9-1-1984. He worked there for about 600 days at the above branch including Sundays and Holidays. He was asked by the management not to come to his duties after 16-3-1990.

That he was again engaged from 16-7-1990 to 18-9-1990 and thereafter the workman was given engagement at the same branch from 9-1-1994 and he worked continuously up to 25-10-1994.

That the workman has worked continuously from 15-4-1991 to 25-10-1994. His services were illegally terminated by the management without payment of any retrenchment compensation and pay in lieu of notice.

The management has filed written statement. In the written it has been stated that the workman was a daily wager. He was engaged as per the need of the management. He has worked for 98 days in 1997, 114 days in 1988, 162 days in 1989, 39 days in 1990, 118 days in 1991, 26 days in 1992.

That on receipt of the government policy decision, guidelines and directions were issued and advertisement was also issued in National Dailies inviting application for short listing and empanelment those persons who had worked on temporary basis at any of the branches/offices in the bank as Peon for 90 days or more during the period 1-1-1982 to 31-12-1990 for consideration of their cases for future vacancies subject to the conditions specified in the notification. The candidates found eligible and suitable for regular employment have been given regular employment and those who are still on the panel will hopefully be employed in near future against the vacancies taking place.

In the case of the workman herein, even if he might have responded to the bank's above mentioned advertisement yet he could not be considered for even empanelment as he did not fulfill the eligibility criteria or conditions on his own admissions.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard argument from both the sides and perused the papers on the record.

From perusal of the pleading of the parties the following issues arise for adjudication:

1. Whether the claimant has performed 240 days work in a calendar year?

2. Whether the claimant has entitled to reinstatement/compensation?

ISSUE No. 1:

It was submitted from the side of the workman that he worked from 1984 to 1994 and he has worked continuously during all the years of his employment. The workman has not filed cogent documentary evidence. He has filed only typed copy of his working days. It does not bear the seal and signature of the management. However, the management has filed true copy from paper no. 157 to 161. These documents indicates that the workman has not completed 240 days work in any of the years of his employment.

The management has filed affidavit and along with affidavit a chart is annexed which shows the working days of the workman. In the affidavit it has been mentioned that the workman worked for 98 days in 1997, 114 days in 1988, 162 days in 1989, 39 days in 1990, 118 days in 1991, 26 days in 1992. Thereafter he worked as ad hoc/temporary daily wager in Khudaganj Branch from April, 1991 to 25-10-1994 pending regular posting pursuant to the bank's advertisement of empanelled candidates.

It has been further mentioned in this affidavit that Sh. Sharma has not earned eligibility benefits w/s 25-F of the ID Act, 1947 in view of the guidelines given. The management has made a chart, a part of the affidavit which indicates that the workman has worked for 220 days in the year 1994. Another chart has been annexed certified by the management which reflects that in the year 1993 the workman has worked for 196 days.

It was submitted from the side of the workman that the workman has not completed 240 days either in the year 1993 or in the year 1994.

It has been held in AIR 1986 Supreme Court 458 as under:

"Industrial Disputes Act (14 of 1947) Sections 25 F and 25 B (2)-Workman-Continuous service-Actual working days Calculation - Sundays and other paid holidays can be taken into account. (Employees-Continuous service)".

It has been further held in AIR 1986 Supreme Court 132 as under:

"Industrial Disputes Act (14 of 1947)-Ss. 2 (oo), 25 F and 2A Retrenchment - Striking off name of workman from rolls amounts to retrenchment-Non-observations of procedure in S.25 F-Retrenchment is invalid-Dispute is covered by S.2A."

"Striking off the name of a workman from the rolls by the employer amounts to termination of services and such termination is retrenchment within the meaning of S.2 (oo) if effected in violation of the mandatory provision contained in S. 25 F and is invalid."

It is settled law that Sundays and Holidays are to be included while calculating the working days of the workman. The management witness has admitted categorically in the affidavit that since there was no appointment of regular candidate, so the workman discharged the duties in Khudaganj Branch from April, 1991 to 25-10-1994. From the above it becomes quite obvious that the management has calculated the days when the workman worked in the bank and for which payment has been made. Sundays and Holidays have not been calculated. If 52 Sundays and Gazetted Holidays are added to 196 days of actual work performed by the workman, the working days of the workman exceed 240 days. In the year 1994 also the workman has worked for 220 days as per the admission of the management. It has not anywhere been mentioned that Sundays and Holidays have been counted while calculating the working days of the workman.

The workman has been engaged all the year round at least in the years 1993 and 1994. The management has

wrongly calculated only the working days of the workman for which payment has been made. Sundays and Holidays have been left out. In case Sundays and Holidays are counted the workman has worked for more than 240 days at least in the years 1993 and 1994. The management has also filed affidavit along with true copy of working days of the workman which indicates that the workman was engaged by the management right from 1984. Thus, the workman has worked for 240 days as per the admission of the management in the years 1993 and 1994.

This issue is decided accordingly.

ISSUE No. 2.

It was submitted from the side of the management that the workman did not have qualification for absorption in class IV, as he has studied beyond 8th standard, so his name was not included in the panel prepared by the management. The management has filed photocopy of certificate of High School of 1985 in which Sh. Hari Sharma has been shown High School passed in 1985 from UP Board, Allahabad.

The management has filed document 139 which indicates that the workman Sh. Hari Sharma has passed intermediate examination in the year 1988 from UP Board. This document has also been admitted by the workman. These documents prove that the workman was intermediate pass in 1988 and he has passed High School in the year 1985. The eligibility criteria so far as engagement of class-IV employees is concerned is only 8th pass. The workman has been shown as 8th pass and his age has been shown as 16 years. The workman was 8th pass in the year 1984 but he has subsequently passed High School in 1985 and Intermediate in 1988. Thus, the workman lacks educational qualification for employment as Class - IV employee in the bank. He is highly educated.

It is settled law that age and educational qualification are to be considered at the time of initial engagement. The workman was engaged as casual labour and it is not necessary that for casual labour educational qualification should be verified at the initial stage.

The workman has not worked for more than 90 days from the year 1984 to 1992. He has worked for 240 days in the year 1993 and in 1994. The workman is not entitled to reinstatement as he does not possess requisite qualification for empanelment as Class - IV employee, in view of his higher qualification. The workman has worked continuously for almost 10 years and he has not been paid retrenchment compensation and pay in lieu of notice.

In the facts and circumstances the workman is entitled to Rs. 1,00,000 (Rs. One Lakh Only) as compensation in lieu of retrenchment compensation.

The law cited by the management is not applicable in the facts and circumstances of the case.

This issue is decided accordingly.

The reference is replied thus :—

The action of the management of Bank of Baroda, Shahjahanpur in terminating the services of Sh. Hari Sharma, Peon w.e.f. 25-10-1994 is neither absolutely legal nor justified. The workman applicant is entitled to Rs. 1,00,000 (Rs. One Lakh Only) as compensation in lieu of retrenchment compensation within two months from the date of the publication of the Award.

The Award is given accordingly.

R. N. RAI, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2008

का.आ. 975.—भारत के राजपत्र के भाग-II, खण्ड 3, उप-खण्ड (ii) दिनांक 20 जनवरी, 2007 में का. आ. संख्या 205 द्वारा प्रकाशित श्रम और रोजगार मंत्रालय की अधिसूचना में निम्नलिखित प्रविष्टियाँ शामिल की जायेंगी, यथा :—

क्रम संख्या

50. मैसर्स सेमी कंडक्टर लेबोरेटरी, एस.ए.एस. नगर, पंजाब।

[फा. सं. एस-38014/46/2007-एसएस-1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 16th April, 2008

S.O. 975.—In the Notification of the Ministry of Labour and Employment published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 20th January, 2007 vide S.O. No. 205, the following entries shall be inserted, namely :—

Sl. No.

50. M/s. Semi-Conductor Laboratory, S.A.S. Nagar, Punjab.

[F.No. S-38014/46/2007-SS.1]

S. D. XAVIER, Under Secy.

नई दिल्ली, 25 अप्रैल, 2008

का.आ. 976.—राष्ट्रपति श्री हरि मंगल सिंह को दिनांक 1-4-2008 (पूर्वाह्न) से उनके 65 वर्ष की आयु का होने अथवा अगले आदेशों तक, जो भी पहले हो, केन्द्रीय सरकार औद्योगिक अधिकारण-सह-श्रम न्यायालय, धनबाद-I के पीठासीन अधिकारी के रूप में नियुक्त करते हैं।

[फा. सं. ए-19011/01/2005-सीएलएस-II]

पी. के. ताम्रकार, अवर सचिव

New Delhi, the 25th April, 2008

S.O. 976.—The President is pleased to appoint Shri Hari Mangal Singh as Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad-I w.e.f. 1-4-2008 (F.N.) till the date he attains 65 years of age or until further orders, whichever is earlier.

[F.No. A-19011/01/2005-CLS-II]

P. K. TAMRAKAR, Under Secy.